NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
May 10, 2022
9:30 A.M.

The Commissioners Court of Williamson County, Texas will meet in regular session in the Commissioners Courtroom, 710 Main Street, in Georgetown, Texas to consider the following items:

1. Review and approval of minutes.

2. Hear County Auditor concerning invoices, bills, Quick Check Report, wire transfers and electronic payments submitted for payment and take appropriate action including, but not limited to approval for payment provided said items are found by the County Auditor to be legal obligations of the county.

CONSENT AGENDA
The Consent Agenda includes non-controversial and routine items that the Court may act on with one single vote. The Judge or a Commissioner may pull any item from the consent agenda in order that the court discuss and act upon it individually as part of the Regular Agenda.
(Items 3 – 20)

3. Discuss, consider and take appropriate action on a line item transfer for the Purchasing Department.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0494.003010	Computer Equipment	$501.00
To	0100.0494.003901	Publications/Books/Periodicals	$501.00

4. Discuss, consider, and take appropriate action on approving a line-item transfer for EMS.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0540-005700	Vehicles > $5,000	$9,600.00
To	0100-0540-004210	Internet/Email Svs	$9,600.00

5. Discuss, consider, and take appropriate action on approving a line item transfer for County Auditor.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0495.004100	Professional Services	$2,181.65
To	0100.0495.003010	Computer Equip	$2,181.65

6. Discuss, consider and take appropriate action on approving compensation changes, position titles changes, position grade changes and any corresponding line item transfers.

7. Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 3, April 2022 Monthly Report in compliance with Code of Criminal Procedure § 103.005.

8. Discuss, consider and take action on approving the Memorandum of Agreement ("MOA") with the Texas A&M Forest Service (TAFS) and the Office of Emergency Management (OEM) relating to participation in the State-wide Regional Incident Management Team (RIMT).

9. Discuss, consider and take appropriate action on the approval of a Memorandum of Understanding between the Department of Veterans Affairs, Austin Vet Center and Williamson County, Texas (For Veteran Affairs In-Office Support).

10. Discuss, consider, and take appropriate action on approving the Agreement between Williamson County and Central Square for the total amount of $4,680.00 and authorizing the execution of the agreement.

11. Discuss, consider, and take appropriate action on approving the Agreement between Williamson County and Tyler Technologies, Inc. for the total amount of $4,625.00, pursuant to Sourcewell Contract #090320-TTI, and authorizing the execution of the agreement.

12. Discuss, consider, and take appropriate action on approving the agreement between Williamson County and ConvergeOne for network routing changes for the total cost of $9,249.00, pursuant to DIR TSO contract #4167, and authorizing the execution of this agreement.

13. Discuss, consider, and take appropriate action on approving the service agreement between Williamson County and Automated Logic Contracting Services, Inc. for Building Automation System (BAS) Retrofit in the North Jail, in the amount of $76,125.00, pursuant to BuyBoard Contract 631-20 and authorizing the execution of the agreement.

14. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Chandler Creek Subdivision Roadway and Drainage Improvements, under IFB #22IFB108. Funding Source P488

15. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Southwest Bypass Extension, under IFB #22IFB110. Funding source P352.

16. Discuss, consider, and take appropriate action on approving the service contract for replacement of flashing school beacon by G. Carter Construction Company, Inc. in the not-to-exceed amount of $6,065.00 and authorizing the execution of this agreement.

17. Discuss, consider and take appropriate action on Work Authorization No 3 in the amount of $25,000.00 to expire May 31, 2024 under Williamson County Contract for Environmental Services between SWCA Environmental Consultants and Williamson County dated February 25, 2020 for Environmental On-Call Services. Funding source: 01.0200.0210.004100.

18. Discuss, consider and take appropriate action on Supplemental Work Authorization No 2 to Work Authorization No 1 under Williamson County Contract between Dunaway Associates and Williamson County dated September 10, 2019 for Structural Engineering Services Cave Void Closure Plans. This supplemental is to extend the expiration date to May 31, 2023 only. The current Work Authorization dollar amount will remain the same. Funding source: 01.0200.0210.004160.

19. Discuss, consider and take appropriate action on approval of the final plat for the Santa Rita Ranch Phase 2A Section 5 subdivision – Precinct 2.

20. Discuss, consider and take appropriate action on approval of the final plat for the Eastwood Section 10 subdivision – Precinct 4.

REGULAR AGENDA

21. Hear presentation from Alvin Lankford, Chief Appraiser, Williamson Central Appraisal District.

22. Discuss, consider and take appropriate action on discussions regarding employee vacation accruals, to include, but not be limited to, postponing changing the vacation accrual cap from 9/30/2022 to 9/30/2023 and/or the payout of accruals.

23. Discuss, consider and take appropriate action on appointing Gary Kovar to the Jarrell ESD #5 Board of Directors, replacing Charles Ashby for the remainder of his two year term that began on January 1, 2020 and will end on December 31, 2022.

24. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstance to approve a budget amendment to acknowledge additional revenues for the General Fund.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.364100	Insurance Proceeds	$2,266.57

25. Discuss, consider, and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances to approve a budget amendment to acknowledge additional expenditures for the Constable Precinct 4.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.554.004541	Vehicle Maintenance	$2,266.57

26. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for the General Fund.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.370500	Miscellaneous Revenue	$5,136.53

27. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for Facilities.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0509.001110	Overtime	$4,148.05

	0100.0509.002010	FICA	$317.33
	0100.0509.002020	Retirement	$671.15

28. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstance to approve a budget amendment to acknowledge additional revenue for the General Fund.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.364100	Insurance Proceeds	$1,538.71

29. Discuss, consider, and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances to approve a budget amendment to acknowledge additional expenditures for the Mobile Outreach Team.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0341.004541	Vehicle Maintenance	$1,538.71

30. Discuss, consider and take appropriate action on a policy exception for the Tax Assessor/Collector to move salary surplus dollars of 9,655.44 from PCN 1448 to PCN 1444.

31. Discuss, consider and take appropriate action on approving the purchase of TAB Fusion annual maintenance in the amount of $6,440.59 and exempting the purchase from the competitive bidding requirements for said service established by Section 262.024 (a)(7)(D) Captive Replacement Parts and Components for Equipment of the Texas Local Government Code Discretionary Exemptions.

32. Discuss, consider and take appropriate action to approve acceptance of asset forfeiture vehicle from the United States Marshall Service to be used as a County vehicle for undercover purposes for the Sheriff's Office.

33. Discuss, consider, and take appropriate action on awarding IFB #22IFB84 Spring 2022 Cul-De-Sac Fog Seal (North Georgetown and FB MUD) to Blacksmith Ventures, LLC in the not-to-exceed amount of $314,911.32, and authorizing the execution of the agreement.

34. Discuss, consider, and take appropriate action regarding the Standard Utility Agreement with Flint Hills Resources Corpus Christi Pipeline for utility relocations on the FM 3349 Project, a Road Bond Project in Commissioner Precinct 4.

35. Discuss, consider and take appropriate action on the CR 200 Consent to Contract Assignment between Williamson County and Jones & Carter, Inc. relating to the 2013 Road Bond Program. Project: P285. Funding Source: Road Bonds.

36. Discuss, consider, and take appropriate action on awarding IFB #22IFB96 County Road 404 Hutto 24 inch Water Line Realignment to the lowest and best bidder, Austin Underground, Inc., in the amount of $1,862,199.25 and authorizing the execution of the agreement. Funding Source is P390.

37. Discuss, consider and take appropriate action on approving a 2013 Road Bond Budget Transfer per Mike Weaver, Road Bond Manager, to move $55,000 from P290 (2013 Road Bond Non-Departmental) to P329 (O'Connor Traffic Signals) and $150,000 from P290 (2013 Road Bond Non-Departmental) to P270 (Great Oaks at Brushy Creek Road). Also, to close P231 (Ronald Reagan Blvd at IH35) and move the remaining funds of $48,676.50 to P237 (DB Woods at SH29), to close P243 (SH 29 Bypass/Inner Loop/SW Bypass) and move the remaining funds of $616,735.83 to P237 (DB Woods at SH29), to close P439 (San Gabriel Ranch Road) and move the remaining funds of $15,455.50 to P285 (CR 200), to close P438 (Bagdad Road at CR 278) and move $100,000 to P285 (CR 200 and the remaining funds of $266,476.08 to P290 (2013 Road Bond Non-Departmental).

38. Discuss, consider and take appropriate action on one claim for moving expenses related to the right of way acquisition on Liberty Hill Bypass - parcel 45. Funding Source: Road Bonds (P346)

39. Discuss, consider and take appropriate action on a claim for moving expenses related to the right of way acquisition on Sam Bass Road--Parcel 13. Funding Source: Road Bonds P462
Unit 125 Cattermole

40. Discuss and take appropriate action on a real estate contract with The B. Kinney Trust for 0.3155 acres of ROW needed on County Road 245. (Parcel 1) Funding Source: Road Bonds P353

41. Discuss and take appropriate action on a real estate contract with The B. Kinney Trust for 0.1034 acres of ROW needed on County Road 245. (Parcel 2) Funding Source: Road Bonds P353

42. Discuss, consider and take appropriate action on a rule 11 settlement agreement with Texas Crushed Stone Company for a 2.039 AC drainage easement needed on the CR 176 project. Funding Source: Road Bonds P241

43. Discuss, consider and take appropriate action on a Resolution with TxDoT for a locally funded Improvement Project (on-system) which will allow for construction of intersection improvements on US 79 at CR 401 which include the construction of a crossover and traffic signal in Williamson County, Texas. Funding Source: Road Bonds P390c

44. Discuss, consider and take appropriate action on an Agreement with TxDoT for a locally funded Improvement Project (on-system) which will allow for construction of intersection improvements on US 79 at CR 401 which include the construction of a crossover and traffic signal in Williamson County, Texas. Funding Source: Road Bonds P390C

45. Discuss, consider and take appropriate action on an Agreement with TXDOT for a local on-system Improvement project needed for the Southwest Bypass extension at SH 29. Funding Source: Road Bond (P352)

46. Discuss, consider and take appropriate action on an Agreement with TXDOT for a local on-system Improvement project Amendment #1 needed for the Southwest Bypass extension at SH 29.

47. Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn 0.037 acres and 0.465 acres required for the construction of Sam Bass Road. (Brushy Creek Congregation of Jehovah's Witnesses/ Parcel 40 and 41) Funding Source: Road Bonds P462

48. Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn 0.1331 acres required for the construction of County Road 245, (Annette Ward Kylberg, Jeffrey Earl Kylberg and Patrick Elton Kylberg/ Parcel 6) Funding Source: Road Bonds P353

49. Hear update, conduct deliberations, and take possible action relating to potential organizational restructuring, personnel movement, budget implications and adjustment of business processes relating to Law Enforcement Emergency Communications and Fire & EMS Emergency Communications for Williamson County.

50. Discuss, consider and take appropriate action on a compensation strategy for call takers and dispatchers (LE and Fire/Ems).

EXECUTIVE SESSION

"The Commissioners Court for Williamson County reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultations with Attorney), 551.072 (Deliberations regarding Real Property), 551.073 (Deliberations regarding Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations regarding Security Devices) and 551.087 (Deliberations regarding Economic Development Negotiations)."

51. Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.072 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)

A. Real Estate Owned by Third Parties

Preliminary discussions relating to proposed or potential purchase or lease of property owned by third parties

a) Discuss the acquisition of real property for SW 183 and SH 29 Loop.
b) Discuss the acquisition of real property for CR 176 at RM 2243
c) Discuss the acquisition of real property: CR 332
d) Discuss the acquisition of real property for County Facilities.
e) Discuss the acquisition of real property for Seward Junction SE and SW Loop.
f) Discuss the acquisition of real property for Bud Stockton Extension.
g) Discuss the acquisition of real property for CR 305/307.
h) Discuss Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.
i) Discuss the acquisition of real property for CR 111.
j) Discuss the acquisition of real property for Corridor H
k) Discuss the acquisition of real property for future SH 29 corridor.
l) Discuss the acquisition of right-of-way for Hero Way.
m) Discuss the acquisition of right-of-way for Corridor C.
n) Discuss the acquisition of right-of-way for Corridor F.
o) Discuss the acquisition of right-of-way for Corridor D.
p) Discuss the acquisition of right-of-way for SE Loop/Corridor A.
q) Discuss the acquisition of right-of-way for Reagan extension.
r) Discuss the acquisition of real property near Justice Center.
s) Discuss the acquisition of drainage/detention easements for real property North of WMCO Juvenile Detention Center
t) Discuss the acquisition of the MKT Right of Way
u) Discuss acquisition of right of way for Corridor E.
v) Discuss acquisition of right of way for County Road 245.
w) Discuss acquisition of right of way for CR 401/404.
x) Discuss acquisition of right of way for Liberty Hill Bypass.

B. Property or Real Estate owned by Williamson County

Preliminary discussions relating to proposed or potential sale or lease of property owned by the County

a) Discuss County owned real estate containing underground water rights and interests.

b) Discuss possible uses of property owned by Williamson County on Main St. between 3rd and 4th Streets. (Formerly occupied by WCCHD)
c) Discuss property usage at Longhorn Junction
d) Discuss the sale of excess ROW at San Gabriel Parkway and Mel Mathis Ave.
e) Discuss county owned property located at Ed Schmidt Boulevard Hutto, Texas
f) Discuss the sale of property located at 900 S Main St., Taylor, 76574
g) Discuss the sale of 106 Dana Drive, Hutto, Texas
h) Discuss the sale of property located adjacent to the existing Williamson County EMS Bay/SO and MOT building at 1801 E. Settlers Boulevard, Round Rock, Texas

C. Discuss the Williamson County Reimbursement Agreement for Construction of San Gabriel Blvd. and New Hope Road with the City of Leander and TIRZ #1
D. Discuss the Cobb Cavern Conservation Easement Amendment and potential acquisition.

52. Discussion regarding economic development negotiations pursuant to Texas Government Code, Section 551.087:

Business prospect(s) that may locate or expand within Williamson County.

a) Project Red Hot Chili Pepper
b) Project Flex Power
c) Project Pearson Ranch
d) Project Fittipaldi
e) Project Venture
f) Project 007
g) Project Acropolis
h) Project Crystal Lagoon
i) Project Phantom

53. Discuss pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters (EXECUTIVE SESSION as per Section 551.071, Texas Government Code, "Consultation with Attorney"), including the following:

a. General:

1. Litigation or claims or potential litigation or claims against the County or by the County
2. Status Update-Pending Cases or Claims
3. Employee/personnel related matters
4. Other confidential attorney-client matters, including contracts and certain matters related to county defense issues in which the duty of the attorney to the governmental body within the attorney/client relationship clearly conflicts with Chapter 551 of the Texas Government Code.

b. Litigation:

1. Civil Action No. 1:18-cv-49; Troy Mansfield v. Williamson County; In the United States District Court for the Western District of Texas, Austin Division
2. Cause No. 19-0850-C368; County of Williamson vs. Purdue Pharma, LP et al.; In the District Court of Williamson County, Texas
3. Civil Action No. 1:20-cv-00842; SonWest Co. v. J. Terron Evertson, in his official capacity as Williamson County Engineer, et al.; In the United States District Court for the Western District of Texas, Austin Division
4. Civil Action No. 1:21-cv-74; Scott Phillip Lewis v. Williamson County, Texas; In the United States District Court for the Western District of Texas, Austin Division
5. Civil Action No. 1:21-cv-00172-LY; Charles William Thornburg v. Williamson County, Texas, Robert Chody, et al.; In the United States District Court for the Western District of Texas, Austin Division
6. Civil Action No. 1:21-cv-00275; Big Fish Entertainment LLC v. Williamson County Sheriff's Office et al.; In the United States District Court for the Western District of Texas, Austin Division
7. Civil Action No. 1:21-cv-00350; Imani Nembhard v. Williamson County, Robert Chody and Christopher Pisa; In the United States District Court for the Western District of Texas, Austin Division
8. Civil Action No. 1:21-cv-00350; Gary Watsky v. Williamson County, Robert Chody, Mark

Luera, Steve Deaton, et al.; In the United States District Court for the Western District of Texas, Austin Division

9. Civil Action No. 1:21-cv-480; Gloria Cowin, Individually and on behalf of the Estate of Patrick Dupre, v. Williamson County; In the United States District Court for the Western District of Texas, Austin Division

10. Civil Action No. 1:21-00481-LY; Marquina Gilliam-Hicks v. Sean Feldman, In his individual capacity, and Williamson County; In the United States District Court for the Western District of Texas, Austin Division

11. Civil Action No. 1:21-cv-615; Bernardo Acosta v. Williamson County; In the United States District Court for the Western District of Texas, Austin Division

12. Civil Action No. 1:21-cv-00834; Skylar Leal vs Williamson County and Lorenzo Hernandez; In the United States District Court for the Western District of Texas, Austin Division

13. Civil Action No. 5:21-cv-1223-FB; Isabel Longoria and Cathy Morgan v. Warren K. Paxton et al.; In the United States District Court for the Western District of Texas, San Antonio Division

14. Cause No. 22-0159-C395; Gary Watsky v. Williamson County Sheriff Mike Gleason et al.; In the 395th District Court of Williamson County, Texas

15. Cause No. 2022CI0574; Chris Noel Carlin v. Jacquelyn F. Callanen, et al.; 408th District Court, Bexar County, Texas

16. Cause No. 22-0372-C425; Ryan Gallagher, Contestant v. Bill Gravell, In his official capacity as Williamson County Judge; 425th Judicial District Court, Williamson County, Texas

17. Cause Number: 3SC-22-0044; James M. Martin and Rebecca S. Martin v. Williamson County Regional Animal Shelter; In The Justice Court Precinct Three of Williamson County, Texas

18. Civil Action No. 1:22-cv-00254-RP; Rodney A. Hurdsman, #0217082 v. Mike Gleason, et al.; In the United States District Court for the Western District of Texas, Austin Division

c. EEOC/TWC matters:

1. EEOC Charge #451-2021-00812 – S.H.
2. EEOC Charge #451-2021-00920 – K.B.
3. EEOC Charge #451-2021-01357 – J.G.
4. EEOC Charge #451-2021-01145 – G.H.
5. EEOC Charge #451-2021-01742 – J.R.

d. Claims:

1. Property damage claim by Erica Walls

e. Other:

1. Legal matters and claims relating to the City of Austin purchasing property in Williamson County for purposes of operating temporary or permanent housing of homeless in Williamson County.
2. Legal matters pertaining to the Emergency Communications Department.
3. Legal matters pertaining to the GardaWorld contract.
4. Legal matters pertaining to Solara at Highland Horizon Condominium Project

54. Discuss security assessments or deployments relating to information resources technology; network security information as described by Texas Gov't Code Section 2059.055(b); and/or (3) the deployment, or specific occasions for implementation, of security personnel, critical infrastructure, or security devices. (Executive Session as per Texas Gov't. Code § 551.089).

55. Deliberate the appointment, employment, evaluation, reassignment, duties, discipline and/or dismissal of Williamson County officers, directors, employees and/or positions, including but not limited to conducting deliberation and discussion pertaining to annual reviews of department heads and appointed officials (Executive Session as per Tex. Gov. Code Section 551.074 – Personnel Matters).

REGULAR AGENDA (continued)

56. Discuss and take appropriate action concerning economic development.

57. Discuss and take appropriate action concerning real estate.

58. Discuss, consider and take appropriate action on pending or contemplated litigation, settlement matters and other legal matters, including the following:

a. General:

1. Litigation or claims or potential litigation or claims against the County or by the County
2. Status Update-Pending Cases or Claims
3. Employee/personnel related matters
4. Other confidential attorney-client matters, including contracts and certain matters related to county defense issues in which the duty of the attorney to the governmental body within the attorney/client relationship clearly conflicts with Chapter 551 of the Texas Government Code.

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15. Cause No. 2022CI0574; Chris Noel Carlin v. Jacquelyn F. Callanen, et al.; 408th District Court, Bexar County, Texas
16. Cause No. 22-0372-C425; Ryan Gallagher, Contestant v. Bill Gravell, In his official capacity as Williamson County Judge; 425th Judicial District Court, Williamson County, Texas
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3. EEOC Charge #451-2021-01357 – J.G.

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5. EEOC Charge #451-2021-01742 – J.R.

d. Claims:

1. Property damage claim by Erica Walls

e. Other:

1. Legal matters and claims relating to the City of Austin purchasing property in Williamson County for purposes of operating temporary or permanent housing of homeless in Williamson County.
2. Legal matters pertaining to the Emergency Communications Department.
3. Legal matters pertaining to the GardaWorld contract.
4. Legal matters pertaining to Solara at Highland Horizon Condominium Project

59. Discuss, consider and take appropriate action regarding the appointment, employment, evaluation, reassignment, duties, discipline and/or dismissal of Williamson County officers, directors or employees, including but not limited to any necessary action pertaining to conducting annual reviews of department heads and appointed officials.

60. Comments from Commissioners.

61. Public Comment Period. The Commissioners Court will conduct a Public Comment Period to allow members of the public to address the Court regarding matters pertaining to or affecting Williamson County but that do not appear as an Agenda Item on a meeting's Agenda. During such Public Comment Period, speakers shall be limited to a maximum of two (2) minutes to make his/her remarks and the maximum overall discussion time allowed for the Public Comment Period, regardless of the number of members of the public wishing to address the Court during such period, shall be limited to ten (10) minutes. Speaking time, to the extent possible, will be evenly allocated among speakers should more than five (5) speakers desire to speak during the Public Comment Period. Please note that the members of the Court may not comment at the meeting about matters that are not on the agenda.

_____

Bill Gravell, Jr., County Judge

This notice of meeting was posted in the locked box located on the south side of the Williamson County Courthouse, a place readily accessible to the general public at all times, on the 6th day of May 2022 at 5:00 P.M. and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Commissioners Court - Regular Session **3.**

Meeting Date: 05/10/2022

Line Item Transfer to cover Texas Local Government Law Books for Purchasing Department

Submitted By: Kerstin Hancock, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for the Purchasing Department.

Background

This transfer is necessary to cover the line item shortfall for the purchase of Texas Local Government Code Law Books. Backup attached.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0494.003010	Computer Equipment	$501.00
To	0100.0494.003901	Publications/Books/Periodicals	$501.00

Attachments

Invoice

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	05/05/2022 09:27 AM
County Judge Exec Asst.	Becky Pruitt	05/05/2022 09:28 AM
Budget Office	Saira Hernandez	05/05/2022 10:08 AM
Form Started By: Kerstin Hancock		Started On: 04/29/2022 08:59 AM
Final Approval Date: 05/05/2022		

From: donotreply@thomsonreuters.com
To: Kerstin Hancock
Subject: My Account Payment Confirmation
Date: Wednesday, March 23, 2022 3:19:56 PM

EXTERNAL email: Exercise caution when opening.

WILLIAMSON COUNTY PURCHASING (Acct# 1003437163)
KERSTIN HANCOCK
100 WILCO WAY STE P101
GEORGETOWN, TX 78626-2603
USA

We have received your payment for USD 801.00 via MC ending 2227.

Invoice #	Posting	Amount Paid
0845538596	6145000813	623.00
0845538596	6145000814	178.00

Thank you for your payment.

Please note it may take 1-3 business days for the payment to post to your account and it will not show in your payment or invoice history until then.

If you have any queries about this payment please contact us and quote this reference number: 000356902142.

Please do not reply to this email. It is sent from an unattended mailbox.

Commissioners Court - Regular Session **4.**

Meeting Date: 05/10/2022

LifeNet LIT

Submitted By: Michael Knipstein, EMS

Department: EMS

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving a line-item transfer for EMS.

Background

Line item transfer to cover the cost of LifeNet asset tracking for cardiac monitors.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0540-005700	Vehicles > $5,000	$9,600.00
To	0100-0540-004210	Internet/Email Svs	$9,600.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	05/02/2022 10:03 AM
Budget Office	Saira Hernandez	05/02/2022 11:27 AM
Form Started By: Michael Knipstein		Started On: 05/02/2022 09:55 AM
Final Approval Date: 05/02/2022		

Commissioners Court - Regular Session **5.**

Meeting Date: 05/10/2022

Line Item Transfer County Auditor

Submitted By: Julie Kiley, County Auditor

Department: County Auditor

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving a line item transfer for County Auditor.

Background

This line item transfer is needed to replace a computer that is due to be replaced in FY 2023. It is not going to make it to the beginning of the fiscal year.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0495.004100	Professional Services	$2,181.65
To	0100.0495.003010	Computer Equip	$2,181.65

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	05/03/2022 03:39 PM
Budget Office	Saira Hernandez	05/03/2022 03:47 PM
Form Started By: Julie Kiley		Started On: 05/03/2022 02:02 PM
Final Approval Date: 05/03/2022		

Commissioners Court - Regular Session **6.**

Meeting Date: 05/10/2022

Compensation Items

Submitted By: Kayla Marek, Human Resources

Department: Human Resources

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving compensation changes, position titles changes, position grade changes and any corresponding line item transfers.

Background

See attached documentation for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Merit Report

Merit LIT

Form Review

Inbox	Reviewed By	Date
Human Resources (Originator)	Rebecca Clemons	05/04/2022 05:41 PM
County Judge Exec Asst.	Becky Pruitt	05/05/2022 07:59 AM
Form Started By: Kayla Marek		Started On: 05/04/2022 04:49 PM
Final Approval Date: 05/05/2022		

Department	Position	Emp Num	Current Annual Salary	Annual Merit Amt	Merit%	New Annual Salary	Lumpsum Merit	Pay Proposal Reason	Effective Date of Change
Wmsn Co Conservation Fund	Environmental Program Mgr.0262.001100.	15702	$64,281.88	$1,928.42	3.00	$66,210.30	-	MERIT	13-May-22

				(TO)	(FROM)
entity	fund	dept	object	dr	cr
01	0508	0508	001100	1928.42	
01	0508	0508	001130		1928.42

Commissioners Court - Regular Session **7.**

Meeting Date: 05/10/2022

Justice of the Peace 3 APRIL 2022 Monthly Report

Submitted For: Evelyn McLean **Submitted By:** Mary Alcala, J.P. Pct. #3

Department: J.P. Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 3, April 2022 Monthly Report in compliance with Code of Criminal Procedure § 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

April 2022 - CCP 103

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	05/02/2022 11:33 AM
Form Started By: Mary Alcala		Started On: 05/02/2022 11:29 AM
Final Approval Date: 05/02/2022		

IN COMPLIANCE WITH ARTICLE 103
CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

Before me, the undersigned authority, on this day personally appeared Evelyn McLean, Justice of the Peace, Precinct 3, Williamson County, who, on her oath, stated that the attached report of money collected is a true and correct report for the month of April, 2022.

JUSTICE COURT PRECINCT 3 WILLIAMSON COUNTY, TEXAS

Evelyn McLean

EVELYN McLEAN
JUSTICE OF THE PEACE
PRECINCT THREE

On this 2nd **day of** May **2022, to certify which witness my hand and seal of office.**

Mary Alcala

NOTARY PUBLIC
in and for the State of Texas

NOTARY PUBLIC STATE OF TEXAS
MARY ANN ALCALA
Notary Public, State of Texas
Comm. Expires 04-12-2025
Notary ID 133030414

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: **04/01/2022 - 04/30/2022** Case Categories: **Civil**
Locations: **JP3** Payment Type: **Cash Bond Deposit; E-Filing Payment; ...**

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-209700 - JP COURTS-REFUNDS	L-004-3-01-0100-0000-209700: 01-0100-0000-209700 - JP COURTS-REFUNDS	95.00
01-0100-0000-341803 - FEES OF OFFICE, JP PCT-3	L-004-3-01-0100-0000-341803: 01-0100-0000-341803 - FEES OF OFFICE, JP PCT #3	705.75
01-0100-0000-341903 - CIVIL FEES/OFFICE, CONST 3	L-004-3-01-0100-0000-341903: 01-0100-0000-341903 - Fees of Office, Const. PCT #3	5,300.00
	0100 - General Fund Total:	**6,100.75**
	Fee Totals for All Funds:	**6,100.75**

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: **04/01/2022 - 04/30/2022** Case Categories: **Civil**
Locations: **JP3**

Payment Type: **Cash Bond Deposit; E-Filing Payment; ...**

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
CCOP	Civil Copies	24.50	21	0.00	0	0.00	0	24.50	21
CERT	Certified Copy	17.25	4	0.00	0	0.00	0	17.25	4
CONT3	Constable Service Fee Pct #3	3,500.00	41	0.00	0	0.00	0	3,500.00	41
JURY	Jury Fee	44.00	2	0.00	0	0.00	0	44.00	2
OPAY	Over Payments > $10	95.00	1	0.00	0	0.00	0	95.00	1
TRANS	Transcript	560.00	56	0.00	0	0.00	0	560.00	56
WEXEC	Writ of Execution	5.00	1	0.00	0	0.00	0	5.00	1
WPOSS	Writ of Possession	55.00	11	0.00	0	0.00	0	55.00	11
WSF3	JP3 - Writ Service Fee	1,800.00	12	0.00	0	0.00	0	1,800.00	12

Fee Code Summary Totals	Gross		Positive Adjustments		Negative Adjustments		Net	
	Amount	Number	Amount	Number	Amount	Number	Amount	Number
	6,100.75	149	0.00	0	0.00	0	6,100.75	149

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: **04/01/2022 - 04/30/2022** Case Categories: **Criminal**
Locations: **JP3**

Payment Type: **Cash Bond Deposit; E-Filing Payment; ...**

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-207017 - Collections Agency Fee	L-004-3-01-0100-0000-207017: 01-0100-0000-207017 - Collections Agency Fee	12,060.50
01-0100-0000-209600 - FINES DUE TO TX PARKS WILDLIFE	L-004-3-01-0100-0000-209600: 01-0100-0000-209600 - FINES DUE TO TX PARKS WILDLIFE	1,592.05
01-0100-0000-209700 - JP COURTS-REFUNDS	L-004-3-01-0100-0000-209700: 01-0100-0000-209700 - JP COURTS-REFUNDS	0.91
01-0100-0000-341200 - Sheriff Fees (WILCO)	L-004-3-01-0100-0000-341200: 01-0100-0000-341200 - Sheriff Fees (WILCO)	405.45
01-0100-0000-341803 - FEES OF OFFICE, JP PCT-3	L-004-3-01-0100-0000-341803: 01-0100-0000-341803 - FEES OF OFFICE, JP PCT #3	6,966.63
01-0100-0000-341913 - CRIMINAL FEES/OFFICE, CONST 3	L-004-3-01-0100-0000-341913: 01-0100-0000-341913 - Fees of Office, Crim. Const PCT #3	749.09
01-0100-0000-351303 - FINES, JP PCT-3	L-004-3-01-0100-0000-351303: 01-0100-0000-351303 - FINES, JP PCT #3	82,236.16
	0100 - General Fund Total:	**104,010.79**
0361 - JP Security Fund		
01-0361-0000-341153 - JP 3 SECURITY FEES	L-004-3-01-0361-0000-341153: 01-0361-0000-341153 - JP 3 SECURITY FEES	442.97
	0361 - JP Security Fund Total:	**442.97**
0367 - JP-3 Truancy Program Fund		
01-0367-0000-370000 - JP-3 Truancy Program Fees	L-004-3-01-0367-0000-370000: 01-0367-0000-370000 - JP-3 Truancy Program Fee	533.67
	0367 - JP-3 Truancy Program Fund Total:	**533.67**
0372 - Justice Court Technology Fund		
01-0372-0000-341143 - JP 3 TECHNOLOGY FEES	L-004-3-01-0372-0000-341143: 01-0372-0000-341143 - JP #3 TECHNOLOGY FEES	442.92
	0372 - Justice Court Technology Fund Total:	**442.92**

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: **04/01/2022 - 04/30/2022** Case Categories: **Criminal**
Locations: **JP3**

Payment Type: **Cash Bond Deposit; E-Filing Payment; ...**

G/L Account	G/L Account Number	Fee Totals
0399 - State Agency Fund		
01-0399-0000-208033 - JP 3 Truancy Prev/Diversion - State	L-004-3-01-0399-0000-208033: 01-0399-0000-208033 - JP 3 Truancy Prev/Diversion - State	200.76
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-3-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	4,229.28
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-3-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	422.92
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-3-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	634.28
01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE	L-004-3-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees	654.05
01-0399-0000-208415 - MOVING VIOLATION FEE DUE TO ST	L-004-3-01-0399-0000-208415: 01-0399-0000-208415 - Moving Violation Fee Due to State	7.15
01-0399-0000-208425 - ST TRAFFIC FEES DUE TO STATE	L-004-3-01-0399-0000-208425: 01-0399-0000-208425 - State Traffic Fee	1,206.18
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-3-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	211.43
01-0399-0000-208720 - SEATBELT FINES	L-004-3-01-0399-0000-208720: 01-0399-0000-208720 - Seatbelt Fines	135.90
01-0399-0000-208750 - TLFTA FEES DUE TO STATE COMP	L-004-3-01-0399-0000-208750: 01-0399-0000-208750 - Traffic Law Failure To Appear	1,367.81
01-0399-0000-208850 - WEIGHT VIOLATION FINES DUE TO	L-004-3-01-0399-0000-208850: 01-0399-0000-208850 - Weight Violation Fines	1,016.00
01-0399-0000-208860 - TIME PYMT FEES DUE TO STATE	L-004-3-01-0399-0000-208860: 01-0399-0000-208860 - Time Payment	116.48
	0399 - State Agency Fund Total:	**10,202.24**
JP BOND		
01-0100-0000-207020 - JP3 Bond Liability Account	L-004-3-02-00002: JP3 Registry Bond Account Liability	1,000.00
	JP BOND Total:	**1,000.00**
	Fee Totals for All Funds:	**116,632.59**

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: **04/01/2022 - 04/30/2022** Case Categories: **Criminal**
Locations: **JP3**

Payment Type: **Cash Bond Deposit; E-Filing Payment; ...**

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
AFCA3	Arrest/Service Fee - Const. Pct. 3	5.00	1	0.00	0	0.00	0	5.00	1
AFDPS	Arrest Fee - DPS (CCP 102.011)	323.20	84	0.00	0	0.00	0	323.20	84
AFSO	Arrest Fee - Sheriff's Office (CCP 102.011)	225.45	53	0.00	0	0.00	0	225.45	53
CB	Cash Bond	1,000.00	2	0.00	0	0.00	0	1,000.00	2
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	4,229.28	133	0.00	0	0.00	0	4,229.28	133
CFINE	County Fine	82,236.16	726	0.00	0	0.00	0	82,236.16	726
CHS	Courthouse Security Fee (CCP 102.017)	332.22	138	0.00	0	0.00	0	332.22	138
CHSJC	JP Security Fee (CCP 102.017)	110.75	138	0.00	0	0.00	0	110.75	138
CJS	Criminal Judicial Support Fee (LGC 103.105)	1.80	3	0.00	0	0.00	0	1.80	3
COLLFEE	Collection Agency Fee	12,060.50	191	0.00	0	0.00	0	12,060.50	191
COPIES	Certified Copies	2.00	1	0.00	0	0.00	0	2.00	1
COPY	Copies	1.25	1	0.00	0	0.00	0	1.25	1
CRFEEOVER	Criminal Overpayment Fee	0.91	1	0.00	0	0.00	0	0.91	1
DDF	Deferred Disposition Fee	6,320.00	50	0.00	0	0.00	0	6,320.00	50
FNTC1	Child Safety Seat Fine Trauma Center	135.90	2	0.00	0	0.00	0	135.90	2
IDF	Indigent Defense Fee (LGC 133.107)	211.43	133	0.00	0	0.00	0	211.43	133
JCTF	Justice Court Technology Fee (CCP 102.0173)	442.92	138	0.00	0	0.00	0	442.92	138
JFR	Jury Reimbursement Fee (CCP 102.0045)	422.92	133	0.00	0	0.00	0	422.92	133
JTP	Juvenile Truancy Program (CCP 102.0174)	533.67	134	0.00	0	0.00	0	533.67	134
JTPDC	Juvenile Truancy Prev/Diversion Due to County (CCP 102.015)	100.38	127	0.00	0	0.00	0	100.38	127
JTPDS	Juvenile Truancy Prev/Diversion Due to State (CCP 102.015)	100.38	127	0.00	0	0.00	0	100.38	127
JUSFC	Judicial Support Fund - County (LGC 133.105)	61.59	130	0.00	0	0.00	0	61.59	130
JUSFS	Judicial Support Fund - State (LGC 133.105)	570.89	133	0.00	0	0.00	0	570.89	133
MVF	Moving Violation Fee (CCP 102.022)	7.15	90	0.00	0	0.00	0	7.15	90
OMNI	OMNI Fee	273.55	60	0.00	0	0.00	0	273.55	60
OMNIC	OMNI Fee - County	182.38	60	0.00	0	0.00	0	182.38	60
OMNIS	OMNI Fee - State	911.88	60	0.00	0	0.00	0	911.88	60
OPAY	Over Payments > $10	477.10	1	0.00	0	0.00	0	477.10	1
SFC3	Service/Arrest Fee - Const. 3	40.00	8	0.00	0	0.00	0	40.00	8
SFMCWV	State Fine - Motor Carrier Weight Violation	1,016.00	8	0.00	0	0.00	0	1,016.00	8

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: **04/01/2022 - 04/30/2022** Case Categories: **Criminal**
Locations: **JP3**

Payment Type: **Cash Bond Deposit; E-Filing Payment; ...**

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
SFOC	Service Fee - Out of County	10.00	2	0.00	0	0.00	0	10.00	2
STF	State Traffic Fee (TC 542.4031)	1,206.18	53	0.00	0	0.00	0	1,206.18	53
TPC	Time Payment Fee - County	35.14	5	0.00	0	0.00	0	35.14	5
TPS	Time Payment Fee - State	81.34	11	0.00	0	0.00	0	81.34	11
TPWF	Texas P&W Fine	1,592.05	20	0.00	0	0.00	0	1,592.05	20
UFA	Uniform Traffic Act (TC 542.403)	156.28	68	0.00	0	0.00	0	156.28	68
WARC3	Warrant Fee - Constable Pct. 3	704.09	18	0.00	0	0.00	0	704.09	18
WCSO	Williamson County Sheriff	180.00	4	0.00	0	0.00	0	180.00	4
WFDPS	Warrant Fee - DPS	330.85	10	0.00	0	0.00	0	330.85	10

Fee Code Summary Totals	Gross		Positive Adjustments		Negative Adjustments		Net	
	Amount	Number	Amount	Number	Amount	Number	Amount	Number
	116,632.59	3,057	0.00	0	0.00	0	116,632.59	3,057

Commissioners Court - Regular Session **8.**

Meeting Date: 05/10/2022

Texas A&M Forest Service (TAFS) Regional Incident Management Team MOA

Submitted By: Shantelle Brannon, Emergency Management

Department: Emergency Management

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take action on approving the Memorandum of Agreement (“MOA”) with the Texas A&M Forest Service (TAFS) and the Office of Emergency Management (OEM) relating to participation in the State-wide Regional Incident Management Team (RIMT).

Background

Texas A&M Forest Service (TAFS) requires a signed MOA between Williamson County to deploy members of OEM when requested by the State.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Cassandra Edwards TAFS MOA

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	05/03/2022 03:38 PM
Form Started By: Shantelle Brannon		Started On: 04/28/2022 03:49 PM
Final Approval Date: 05/03/2022		

Memorandum of Agreement

Between
The Texas A&M Forest Service
And
Incident Management Team Member
And
The Participating Employer

This Memorandum of Agreement (MOA) is entered into this 6th day of April 2022 by and between the Texas A&M Forest Service (AGENCY), a member of The Texas A&M University System and an agency of the State of Texas and Regional Incident Management Team (IMT) Member Cassandra Edwards (Member) and the Participating Employer Williamson County Office of Emergency Management (Employer).

I. PURPOSE

To delineate responsibilities and procedures for IMT activities performed within or outside of the state of Texas under the authority of the:

- State of Texas Emergency Management Plan when responding to state all hazards/wildfire response activities.
- AGENCY and its Master Cooperative Wildland Fire Management and Stafford Act Response Agreement with the United States Department of Agriculture-Forest Service (USFS), Bureau of Land Management, National Park Service, Bureau of Indian Affairs and United States Fish and Wildlife Service. The federal agencies are collectively referred to herein as "Federal Agencies" when responding to federal all hazards/wildland fire response activities.
- The State of Texas through the Emergency Management Assistance Compact (EMAC), Texas Health and Safety Code, Chapter 778 or the South Central Interstate Forest Fire Protection Compact, Texas Education Code, Chapter 88.112 when responding to other states' all hazards/wildland fire response activities.

II. SCOPE

The provisions of this MOA apply to IMT activities performed at the request of the State of Texas. The scope of this MOA also includes training activities mandated by the State of Texas and AGENCY to maintain IMT operational readiness.

III. PERIOD OF PERFORMANCE

This MOA shall commence on the date of the last signature and shall continue for a period of five years, unless terminated earlier in accordance with section IX.B.

IV. DEFINITIONS

A. Activation: The process of mobilizing Members to deploy to a designated incident or event site. Upon acceptance of a mobilization request, the Member is required to arrive with all equipment and personal gear to the designated Point of Assembly (POA) within two hours of activation notice. The time at which the Member receives a request for activation and verbally accepts the mission will be considered the time at which personnel costs to be charged to IMT activities shall begin.

B. Alert: The process of informing Members that an event has occurred and that a Member may be activated at some point within the next 24-48 hours.

C. De-Activation: The process of demobilizing Members upon notification from the State to stand down.

D. Director: The Director of AGENCY.

E. Member: An individual who has been formally accepted as an IMT Member, meeting all requirements for skills and knowledge, and is in good standing with regard to compliance with necessary training and fitness.

F. Single Resource: An individual who has been formally accepted as an IMT Member, meeting all requirements for skills and knowledge, in good standing with regard to compliance with necessary training and fitness who is not sponsored by an employer and enters into an MOA with AGENCY.

G. Participating Employer: The Member's employer who, by execution of this MOA, has provided official support of the Member's involvement in the IMT Program.

H. State: For the purpose of this MOA, the State of Texas through the Texas Division of Emergency Management (TDEM).

I. IMT: An integrated collection of personnel and equipment meeting standardized capability criteria for addressing incident management needs during disasters.

J. AGENCY/State Sponsored IMT Training and Exercises: Training and/or exercises performed at the direction, control and funding of AGENCY and/or the State.

K. Local IMT Sponsored Training and Exercises: Training and/or exercises performed at the direction, control and funding of a Participating Employer or Member in order to develop and maintain the incident management capabilities of the Member and/or the IMT.

V. RESPONSIBILITIES

A. AGENCY shall:

1. Recruit and organize Members according to guidelines prescribed by AGENCY.

2. Provide administrative, financial and personnel management related to the IMT Program and this MOA.

3. Provide training to Members. Training shall be consistent with the objectives of developing, upgrading and maintaining individual skills, as identified in the position description requirements, necessary to maintain operational readiness.

4. Provide coordination between the State, federal or other relevant governmental and private entities, Participating Employer and Member.

5. Maintain a primary contact list for all Members.

6. Maintain files on all Members for the purpose of documenting training records, emergency notification and other documentation as required by the State.

B. The Participating Employer shall:

1. Maintain a roster of all its personnel participating in the IMT Program.

2. Provide a primary point of contact to AGENCY for the purpose of notification of IMT activities.

3. Provide administrative support to its personnel participating in the IMT Program, i.e. "time off" when fiscally reasonable to do so for IMT activities such as training, meetings and actual deployments.

4. Submit reimbursement claims within thirty (30) days of official deactivation or completion of AGENCY/State sponsored IMT training of the Member. Salaries cannot be reimbursed for training.

C. Member shall:

1. Be physically capable of performing assigned duties required in the position description requirements for the assigned position.

2. Maintain knowledge, skills and abilities necessary to operate safely and effectively in the assigned position.

3. If the Member is a Single Resource, the Member must submit to background checks consistent with Texas A&M System regulations. Individuals who refuse to submit to backgrounds check will be denied participation in the IMT program. A Single Resource Member must report to AGENCY, within twenty-four (24) hours or at the earliest possible opportunity thereafter, any criminal arrests, criminal charges or criminal convictions, excluding misdemeanor traffic offenses punishable only by fine.

4. Maintain support of Participating Employer for participation in IMT activities.

5. Keep Participating Employer advised of IMT activities that may require time off from work.

6. Advise AGENCY IMT point of contact of any change in notification process, i.e. address or phone number changes.

7. Respond immediately to a mobilization request with acceptance or refusal of current mission request and arrive within 2 hours from time of acceptance of mobilization request to the designated POA.

8. Be prepared to operate in the disaster environment.

9. Follow the IMT Code of Conduct in Attachment A.

VI. PROCEDURES

A. Activation

1. Upon request from the State or a federal agency for disaster assistance, and/or determination that pre-positioning on IMT is prudent, AGENCY shall request the activation of an IMT to respond to a designated POA.

2. AGENCY shall communicate an Alert and/or Activation notice to Members according to the current approved mobilization plan.

B. Mobilization, Deployment and Re-deployment

1. AGENCY will notify Members of activation of an IMT.

2. Upon arrival at the POA, an initial briefing will be provided to include, maps, food, housing and any other items essential to the initial set-up and support of the IMT.

3. When an IMT is activated, the IMT, including all necessary equipment, will move to the pre-designated point of departure (POD) for ground or air transportation.

4. The IMT shall be re-deployed to the original POA upon completion of the IMT mission.

C. Management

1. AGENCY will have overall management, command and control of all IMT resources and operations.

2. Tactical deployment of an IMT will be under the direction of the local Incident Commander and the IMT Incident Commander assigned to the incident.

3. AGENCY may remove a Member from the IMT deployment at any time with or without cause.

VII. TRAINING AND EXERCISES

A. Local IMT Sponsored Training and Exercises

Periodically Members will be requested or required to attend local IMT sponsored training or exercises. Local IMT sponsored training or exercises shall be performed at the direction, control and funding of the local IMT in order to develop the technical skills of Members. Costs associated with this training or exercises will not be reimbursed by AGENCY or the State.

B. AGENCY/State Sponsored IMT Training and Exercises

Periodically Members will be required and/or invited to attend AGENCY/State IMT training and/or exercises. This training and exercises will be performed at the direction, control and funding of AGENCY, or the State in order to develop and maintain the incident management capabilities of the Member. Allowable travel costs associated with this training will be reimbursed by AGENCY.

C. Minimum Training Requirements

Member will have successfully completed the AHIMT Course O-305 and be issued a position task book for the IMT position toward which they are working to complete.

VIII. ADMINISTRATIVE, FINANCIAL AND PERSONNEL MANAGEMENT

A. Reimbursement to Participating Employer

1. AGENCY will reimburse Participating Employer for all wages identified and allowed in the IMT Standard Pay Policy (Section VIII, C). AGENCY will reimburse all amounts necessary to fund allowable payroll associated costs of state and/or federal disaster deployments.

2. AGENCY will reimburse Participating Employer for the cost of backfilling while a Member is activated. This shall consist of:

   A. Expenses generated by the replacement of a deployed Member on his/her normally scheduled duty period/day. Backfill costs incurred by the Employer will be reimbursable only to the extent that the costs are in excess of the costs that would have been incurred had the Member not been deployed. AGENCY cannot pay for hours Backfilled other than those that coincide with a Member's scheduled on-duty hours. Backfill reimbursement is available only for positions that are normally Backfilled by the Employer.

   B. Reimbursing the Employer for salaries and Backfill expenses of any deployed Member who would be required to return to regularly scheduled duty during the Personnel Rehabilitation Period described in the demobilization order. If the deployed Member's regularly scheduled shift begins or ends within the identified Personnel Rehabilitation Period, the Employer may give the deployed Member

that time off with pay and Backfill his/her position. If Members use time from a paid leave bank during the Personnel Rehabilitation Period, or if a Member is not normally scheduled to work during the identified Personnel Rehabilitation Period, then no reimbursement will be made for that Member. AGENCY will determine the Personnel Rehabilitation Period that will apply to each deployment based on the demobilization order for that deployment.

3. AGENCY will reimburse Participating Employer for reasonable travel expenses associated with Member's travel for IMT training or deployment. All travel reimbursements will be in accordance with the State of Texas Travel Allowance Guide, published by the Comptroller of Public Accounts.

4. AGENCY will reimburse Participating Employer for reasonable (as determined by AGENCY) personal costs associated with Member's participation in a deployment.

5. Participating Employer shall submit to AGENCY all reimbursement requests within 30 days of Member de-activation or completion of AGENCY/State sponsored training event.

B. Reimbursement of Member as a Single Resource

1. AGENCY will pay a Single Resource Member for all wages specified in the IMT Standard Pay Policy (Section VIII, C).

2. AGENCY will reimburse a Single Resource Member for reasonable (as determined by AGENCY) travel expenses associated with Member's travel for IMT training or deployment. All travel reimbursements will be in accordance with the State of Texas Travel Allowance Guide, published by the Comptroller of Public Accounts.

3. AGENCY will reimburse a Single Resource Member for reasonable (as determined by AGENCY) personal costs associated with participation in a deployment.

4. Single Resource Member must submit to AGENCY all reimbursement requests within 30 days of de-activation or completion of AGENCY/State sponsored training event.

C. Standard Pay Policy: This section delineates the policy for payment and/or reimbursement of payroll expenses to include salaries/wages and associated fringe benefits incurred during state activations of a Member.

1. Pay Rate

A. AGENCY will reimburse Participating Employer for the participation of each Member who is employed by them at the hourly rate or salary identified on the most current payroll printout provided by the Employer requesting salary reimbursement. AGENCY may also reimburse

Participating Employer for the allocable portion of fringe benefits paid to or on behalf of the Member during the period of activation. The actual benefits paid must also be shown on or attached to the Participating Employer payroll printout submitted to AGENCY.

B. Participating Employer will be reimbursed for hours worked on the deployment by Member, including travel and mobilization time, and will be reimbursed for overtime on the deployment which is calculated per their policies (i.e. either time worked over 8-hours per day or over 40-hours per week). Hours spent not working during the deployment will not be reimbursable (i.e. time sleeping). Mandatory days off are defined and reimbursable to the extent allowed by the latest version of the Interagency Incident Business Management Handbook. The handbook can be found at this link: http://www.nwcg.gov/sites/default/files/products/pms902.pdf

C. AGENCY will pay a Single Resource, Member at the rate identified with his/her IMT position on the IMT Pay Schedule by Position (see Attachment B). The Single Resource's 40-hour workweek will begin upon acceptance of the mission. The individual will be paid for the first 40 hours at the standard base rate of pay, and at one and one-half (1½) times for all other hours in that same week. The workweek will consist of seven consecutive workdays to include weekends and holidays.

2. Work Periods: Work periods shall be determined by the incident commander.

A. Every day may be considered a workday during the Activation until the Activation is over, and the IMT returns to its original POA. Therefore, Saturday, Sunday, holidays and other scheduled days off may also be considered workdays during the timeframe of activation, if the Member is assigned a work period by the incident commander.

3. Ordered Standby

A. Compensable standby shall be limited to those times when an individual is held, by direction or orders, in a specific location, fully outfitted and ready for assignment.

D. Reimbursement Process

1. All requests for reimbursement must be submitted using the most current IMT Travel and Labor Reimbursement Form (Attachment C).

2. AGENCY will process payment to Participating Employer or Single Resource for all allowable expenses within 30 days of receipt of the properly completed and supported IMT Travel and Labor Reimbursement Form.

3. Neither Member nor Participating Employer will be reimbursed for costs incurred by activations that are outside the scope of this MOA.

4. All financial commitments herein are made subject to availability of funds.

E. Medical Care for Injury or Illness

1. If Member incurs an injury or illness during an IMT training exercise or deployment, AGENCY will pay for triage medical care to ensure Member is properly treated and medically evaluated. AGENCY will make a determination as to whether the injury or illness was work related and will notify Participating Employer for proper processing of Workers Compensation claim. Texas Education Code, Sec. 88.126 provides for workers compensation coverage for the Member. AGENCY will coordinate claims between the Participating Employer and the State Office of Risk Management. Participating Employer may choose to file worker compensation claims for work related injuries or illnesses under its Worker Compensation insurance. Member will be responsible for handling any additional medical care for non-work related injuries or illnesses under his/her personal health insurance.

F. Liability

1. It is mutually agreed that AGENCY, Participating Employer and Member shall each be responsible for their own losses arising out of the performance of this MOA.

G. Employment Status

1. The Member shall remain an employee of Participating Employer and not of AGENCY at all times. Single Resource is an independent contractor, and not an employee of AGENCY.

2. AGENCY has no obligation to make any payments to or on behalf of the Member except as expressly stated in this MOA. Member will not participate in any benefits which AGENCY offers to its employees.

IX. CONDITIONS, AMENDMENTS AND TERMINATION

A. This MOA may be modified or amended only by the written agreement of all parties.

B. Any party, upon 30 day written notice, may terminate this MOA.

C. This MOA is governed by the laws of the State of Texas. Venue for any suits related to this MOA shall be in Brazos County, Texas.

X. POINTS OF CONTACT

AGENCY	Participating Employer
Chelsea Fikes	Williamson County OEM
AHIMT Training & Qualifications	Williamson County Emergency Services
200 Technology Way, Suite 1162	701 S. Main Street, #101
College Station, TX 77845	Georgetown, TX 78626
Tel#: 979-458-7350	Williamson County
e-mail: cfikes@tfs.tamu.edu	512-943-1550
	Member
	Cassandra Edwards
	911 Tracy Chambers Ln
	Georgetown, TX 78626
	512-688-0526
	cassandra.edwards@wilco.org

XI. GENERAL PROVISIONS

A. This MOA, with the rights and privileges it creates, is assignable only with the written consent of the parties.

B. Acceptance of funds under this MOA constitutes acceptance of the authority of AGENCY, the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds under Section 51.9335(c), *Texas Education Code*. Member and Participating Employer shall cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested.

C. Pursuant to Section 2252.903, *Texas Government Code*, any payments owing to a Single Resource, Member or Participating Employer under this MOA may be applied directly toward certain debts or delinquencies that Member or Participating Employer owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.

D. A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25% is not eligible to receive payments from state funds under an agreement to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. The *Texas Family Code* requires the following statement: "Under Section 231.006, *Texas Family Code*, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate."

E. AGENCY, Member and Member's Participating Employer shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). No party may discriminate against any individual under this MOA on the basis of race, color, sex,

religion, national origin, age, disability, genetic information, veteran status, sexual orientation or gender identity. In addition, the use of state or federal facilities, services and supplies will be in compliance with regulations prohibiting duplication of benefits and guaranteeing nondiscrimination. Distribution of supplies, processing of applications, provisions of technical assistance and other relief assistance activities shall be accomplished in an equitable and impartial manner, without discrimination.

F. To the extent applicable, Member and Participating Employer shall use the dispute resolution process provided in Chapter 2260, *Texas Government Code*, and the related rules adopted by the Texas Attorney General to attempt to resolve any claim for breach of contract made by Member or Participating Employer that cannot be resolved in the ordinary course of business. Member or Participating Employer shall submit written notice of a claim of breach of contract under this Chapter to AGENCY's designated official, who will examine the claim and any counterclaim and negotiate in an effort to resolve the claim.

G. If this MOA has a value of $100,000 or more and if Participating Employer is a company, other than a sole proprietorship, with ten or more fulltime employees, then pursuant to *Texas Government Code* § 2271.002, Participating Employer certifies that Participating Employer does not boycott Israel and will not boycott Israel during the term of this MOA. For purposes of this provision, "company" and "boycott Israel" have the meanings provided in *Texas Government Code* § 808.001.

H. Pursuant to Chapter 2252, *Texas Government Code*, Participating Employer certifies that Participating Employer is not engaged in business with Iran, Sudan, or a foreign terrorist organization. AGENCY may terminate this MOA if this certification is inaccurate.

I. Pursuant to Section 2155.0061, *Texas Government Code*, Participating Employer and Member each certify that Participating Employer is not ineligible to enter into this MOA due to financial participation by a person who, during the five-year period preceding the date of this MOA, has been convicted of any offense related to the direct support or promotion of human trafficking, and acknowledges that AGENCY may terminate this MOA and withhold payment if this certification is inaccurate.

J. Member, Participating Employer, and each person signing on behalf of Participating Employer, certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of The Texas A&M University System or the A&M System Board of Regents, nor any employee or person whose salary is payable in whole or in part by the A&M System, has direct or indirect financial interest in the award of this MOA, or in the services to which this MOA relates, or in any of the profits, real or potential, thereof.

K. Participating Employer and Member each certify that Member has not been designated by the A&M System as Not Eligible for Rehire as defined in A&M System Policy 32.02, Section 4.

L. Participating Employer and Member each acknowledge that AGENCY is obligated to strictly comply with the Public Information Act, Chapter 552, *Texas Government Code*, in responding to any request for public information pertaining to this MOA, as well as any other disclosure of information required by applicable Texas law. Upon AGENCY's written request, Participating Employer and Member shall provide specified public information exchanged or created under this MOA that is not otherwise excepted from disclosure under Chapter 552, *Texas Government Code*, to AGENCY in a non-proprietary format acceptable to AGENCY. As used in this provision, "public information" has the meaning assigned in Section 552.002, *Texas Government Code*, but only includes information to which AGENCY has a right of access. Participating Employer and Member each acknowledge that AGENCY may be required to post a copy of the fully executed MOA on AGENCY's website in compliance with Section 2261.253(a)(1), *Texas Government Code*.

XII. ENTIRE AGREEMENT

This MOA along with the following Attachments reflects the entire agreement between the parties:

Attachment A, IMT Code of Conduct
Attachment B, IMT Pay Schedule by Position
Attachment C, IMT Travel and Labor Reimbursement Form (most current revision)

Participating Employer and Member hereby acknowledge that they have read and understand this entire MOA. All oral or written agreements between the parties hereto relating to the subject matter of this MOA that were made prior to the execution of this MOA have been reduced to writing and are contained herein. Participating Employer and Member agree to abide by all terms and conditions specified herein and certify that the information provided to AGENCY is true and correct in all respects to the best of their knowledge and belief.

This MOA is entered into by and between the following parties:

TEXAS A&M FOREST SERVICE:

Signature: A.G. Davis
Name: A.G. Davis
Title: Interim Director
Date: 4/26/22

PARTICIPATING EMPLOYER

Signature: _____
Name: _____
Title: _____
Date: _____

MEMBER:

Signature: _____
Name: _____
Date: _____

ATTACHMENT A

IMT Code of Conduct

- No transportation/use of illegal drugs/alcohol.
- Firearms are authorized to be carried by only current TCOLE certified commissioned officers.
- Normal radio protocol used/traffic kept to a minimum.
- Know your chain of command/who you report to.
- Limit procurement of equipment.
- Do not take things without authorization.
- Act professionally.
- Remain ready even when unassigned.
- Recreation limited to unassigned hours.
- Maintain/wear safety gear/clothing.
- Wear proper uniform.
- Remember your actions reflect your organization and the IMT Program.

ATTACHMENT B

IMT PAY SCHEDULE BY POSITION

ICS ID	POSITION TITLE	HOURLY RATE
	COMMAND	
ICT3	INCIDENT COMMANDER TYPE 3	24
IOF3	INFORMATION OFFICER TYPE 3	24
LOFR3	LIAISON OFFICER TYPE 3	24
PIO3	PUBLIC INFORMATION OFFICER 3	24
SOF3	SAFETY OFFICER TYPE 3	24
	OPERATIONS	
DIVS	DIVISION/GROUP SUPERVISOR	24
OSC 3	OPERATIONS SECTION CHIEF TYPE 3	24
STL( )	STRIKE TEAM LEADER (CREW, ENGINE, DOZER, MILITARY, or TRACTOR-PLOW)	21
TFLD	TASK FORCE LEADER	21
	PLANNING	
DMOB	DEMOBILIZATION UNIT LEADER	24
PSC3	PLANNING SECTION CHIEF TYPE 3	24
RESL	RESOURCE UNIT LEADER	24
SITL	SITUATION UNIT LEADER	24
	LOGISTICS	
COML	COMMUNICATIONS UNIT LEADER	24
FACL	FACILITIES UNIT LEADER	24
FDUL	FOOD UNIT LEADER	24
GSUL	GROUND SUPPORT UNIT LEADER	24
LSC3	LOGISTICS SECTION CHIEF TYPE 3	24
MEDL	MEDICAL UNIT LEADER	24
SPUL	SUPPLY UNIT LEADER	24
	FINANCE	
COMP	COMPENSATION/CLAIMS UNIT LEADER	24
COST	COST UNIT LEADER	24
FSC3	FINANCE/ADMINISTRATION SECTION CHIEF TYPE 3	24
PROC	PROCUREMENT UNIT LEADER	24
TIME	TIME UNIT LEADER	24

ATTACHMENT C

MOST CURRENT REVISION OF THE
IMT TRAVEL AND LABOR REIMBURSEMENT FORM
FOUND UNDER FORMS AT
https://ticc.tamu.edu/IncidentResponse/tier3_ahimt.aspx

Commissioners Court - Regular Session **9.**

Meeting Date: 05/10/2022

MOU Between Veteran Services and Austin Vet Center

Submitted For: Juan Amaya **Submitted By:** Andrea Schiele, County Judge

Department: Veteran Services

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on the approval of a Memorandum of Understanding between the Department of Veterans Affairs, Austin Vet Center and Williamson County, Texas (For Veteran Affairs In-Office Support).

Background

The Austin Vet Center provides psychological counseling and support to Veterans of Williamson County and surrounding counties. Their office currently exists at the Austin Outpatient VA Clinic in far South Austin. A previous MOU, approved in 2019, provided an opportunity for the Veterans of Williamson County to seek psychological counseling closer to home on a continuing basis, in this case, every Wednesday, during regular office hours for Williamson County Veteran Services at the office located at 100 Wilco Way, Suite V101. The current arrangement has proven to be very successful but the demand has increased and, therefore, we are seeking to add an additional day for appointments. This MOU will allow the Austin Vet Center to provide appointments on Wednesday and an additional day of the week that is mutually agreeable to both offices. Since we currently have additional office space that was allocated for future growth of the office, it is deemed to be a good service to provide for these veterans. If the services are more accessible, it is more likely that the Veterans will seek help and follow up with the services provided. Veteran Services requests approval of this MOU.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Veteran Services MOU

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Becky Pruitt	05/05/2022 09:56 AM
Form Started By: Andrea Schiele		Started On: 05/04/2022 11:32 AM
Final Approval Date: 05/05/2022		

MEMORANDUM OF UNDERSTANDING

This document serves as a Memorandum of Understanding (MOU) between Williamson County (hereinafter referred to as "Wilco") Georgetown, TX and the Austin Vet Center – a program of Readjustment Counseling Service under the Department of Veteran Affairs (VA).

This MOU is a statement of agreement between the parties and may be canceled at any time by either party. This agreement may be amended at any time with the mutual written consent of both parties. Services provided within this MOU are eligible veterans only.

In respect to this Memorandum, the **Austin Vet Center** agrees to:

1. Provide a counselor to meet with veterans to provide individual and/or group counseling to eligible veterans. The exact time of the group of individual appointments to be coordinated between the Austin Vet Center and Wilco.

In respect to this Memorandum, **Wilco** agrees to:

1. Provide space for veterans and/or group members to meet with a Vet Center counselor.
2. Provide office space for individual appointments with veterans with a Vet Center counselor.
3. Arrange for access to the facility for the agreed group/individual counseling appointment time during regular business hours.

Juan Amaya, Jr
Veteran Service Officer
Williamson County

Sign/Date 05/05/22

Lisa Fowler, LCSW-S
Director
Austin Vet Center

Sign/Date Lisa M. Fowler 1511631 Digitally signed by Lisa M. Fowler 1511631 Date: 2022.04.25 13:32:55 -05'00'

Bill Gravell, Jr
Williamson County Judge
Williamson County, Texas

Sign/Date_____

Leticia Dreiling, LCMFT, LCAC
Deputy District Director
Continental District 4, Zone 2
Readjustment Counseling Service

Sign/Date Leticia L. Dreiling 506231 Digitally signed by Leticia L. Dreiling 506231 Date: 2022.04.25 13:46:18 -05'00'

Commissioners Court - Regular Session **10.**

Meeting Date: 05/10/2022

Approval of Agreement with Central Square for Public Safety Software for Sheriff's Office

Submitted For: Joy Simonton **Submitted By:** Mary Watson, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Agreement between Williamson County and Central Square for the total amount of $4,680.00 and authorizing the execution of the agreement.

Background

This will benefit the Sheriff's Office by updating the backend database and server for the Police to Citizen software. This website subscription will allow citizens to make certain types of police reports online that will integrate directly with the Sheriff's Office Records Management System. Legal, Contract Audit, Budget and IT have approved this agreement. Funding source for this purchase is line item 01.0100.0503.004100, FY22. The Department point of contact is Alison Gleason.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Central Square Redacted Quote 5.10.22

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	05/05/2022 08:55 AM
County Judge Exec Asst.	Becky Pruitt	05/05/2022 09:26 AM
Form Started By: Mary Watson		Started On: 04/28/2022 11:05 AM
Final Approval Date: 05/05/2022		

CENTRALSQUARE

Quote prepared on:
April 14, 2022
Quote prepared by:
Amy Toscano
amy.toscano@centralsquare.com

Quote #: [redacted]
Primary Quoted Solution: ONESolution PS
Quote expires on: July 13, 2022

Quote prepared for:
Janessa Stephens
Williamson County Sheriff's Office
301 SE Inner Loop Road, Suite 105
Georgetown, TX 78626
(512) 943-1300

Thank you for your interest in CentralSquare. CentralSquare provides software that powers over 8,000 communities. More about our products can be found at www.centralsquare.com.

WHAT SERVICES ARE INCLUDED?

	DESCRIPTION	TOTAL
1.	Public Safety Project Management Services - Fixed Fee	780.00
2.	Public Safety Technical Services - Fixed Fee	3,900.00

Services Total 4,680.00 USD

QUOTE SUMMARY

Services Subtotal 4,680.00 USD

Quote Subtotal 4,680.00 USD

CENTRALSQUARE

Quote prepared on:
April 14, 2022
Quote prepared by:
Amy Toscano
amy.toscano@centralsquare.com

Quote Total	**4,680.00 USD**

WHAT ARE THE RECURRING FEES?

TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	0.00
FIRST YEAR SUBSCRIPTION TOTAL	0.00

The amount totals for Maintenance and/or Subscription on this quote include only the first year of software use and maintenance. Renewal invoices will include this total plus any applicable uplift amount as outlined in the relevant purchase agreement.

BILLING INFORMATION

Fees will be payable within 30 days of invoicing.

Please note that the Unit Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of $21.37656 will be shown as a Unit Price of $21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Unit Price displayed above.

Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer on the Quote Form.

PAYMENT TERMS

License Fees & Annual Subscriptions
- 100% Due Upon Contract Execution

Contract Startup
- 100% Due Upon Contract Execution

CENTRALSQUARE

Quote prepared on:
April 14, 2022
Quote prepared by:
Amy Toscano
amy.toscano@centralsquare.com

Hardware & Third-Party Software
- 100% Due Upon Contract Execution

Services
- Fixed Fee: 100% Due Upon Completion
- Time & Material: Due as Incurred
- Services Bundle: Fixed Fee, 100% Due Contract Execution

Third-Party Services
- Fixed Fee: 50% Due Upon Contract Execution; 50% Due Upon Completion

Travel & Living Expenses
- Due as Incurred

PURCHASE ORDER INFORMATION

Is a Purchase Order (PO) required for the purchase or payment of the products on this Quote Form? (Customer to complete)

Yes [ ] No [ ]

Customer's purchase order terms will be governed by the parties' existing mutually executed agreement, or in the absence of such, are void and will have no legal effect.

PO Number: _____

Initials: _____

Williamson County Sheriff's Office

Signature: _____

Name: _____

Date: _____

Title: _____

Commissioners Court - Regular Session **11.**

Meeting Date: 05/10/2022

Approval of Agreement with Tyler Technologies, Inc. for Server Updates for IT Department

Submitted For: Joy Simonton **Submitted By:** Mary Watson, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Agreement between Williamson County and Tyler Technologies, Inc. for the total amount of $4,625.00, pursuant to Sourcewell Contract #090320-TTI, and authorizing the execution of the agreement.

Background

The approval of this agreement will benefit Williamson County with server upgrade assistance. The attached agreement has detailed information regarding the services provided by Tyler Technologies, Inc. for this purchase. IT, Legal, Contract Audit and Budget have reviewed this agreement. The expenditure is being charged to line item 01.0100.0503.004100 FY22. The Department point of contact is Deanna Saucedo.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Tyler Tech Server Upgrade

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	05/05/2022 08:58 AM
County Judge Exec Asst.	Becky Pruitt	05/05/2022 09:27 AM
Form Started By: Mary Watson		Started On: 04/28/2022 12:44 PM
Final Approval Date: 05/05/2022		

Professional Services Agreement

This Professional Services Agreement (this "Agreement") is made and entered into by and between Tyler Technologies, Inc., a Delaware corporation ("Tyler"), and Williamson County, TX (the "Client") as of the last date written below (the "Effective Date").

Background

WHEREAS, Client is a current customer of Tyler and a user of Tyler's proprietary software; and

WHEREAS, Client desires to engage Tyler to provide certain professional services related thereto, all on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, along with other good and valuable consideration, the receipt and sufficiency of which all parties mutually acknowledge, Tyler and the Client agree as follows:

A. Tyler shall furnish the services described in this Agreement, and Client shall pay the prices set forth in this Agreement.

B. This Agreement consists of this cover and signature page and the following attachments and exhibits attached hereto and to be attached throughout the Term of this Agreement, all of which are incorporated by reference herein: (1) Schedule 1; and (2) Terms and Conditions.

Schedule 1

DESCRIPTION OF SERVICES	HOURS	RATE/HR.	T&M AMOUNT
Tech Services	25	$185	$4,625
No travel expenses, as all work will be completed remotely			
Client Name: Williamson County, TX			
Server Upgrade Assistance			
		Total Contract Amount	**$4,625**

IN WITNESS WHEREOF, this Agreement has been executed by a duly authorized officer of each Party hereto.

TYLER TECHNOLOGIES, INC.		**CLIENT**	
By:	Sherry Clark Sherry Clark (Apr 26, 2022 13:49 CDT)	By:	
Name:	Sherry Clark	Name:	
Title:	Group General Counsel	Title:	
Date:	Apr 26, 2022	Date:	

Professional Services Agreement
Terms and Conditions

1. Services. Tyler shall perform the services set forth in Schedule 1.

2. Compensation. Tyler shall perform its services hereunder on a time and materials basis at the rates specified in Schedule 1. In addition, the Client shall reimburse Tyler for travel, lodging, and food expenses reasonably incurred by Tyler in performing its services hereunder as set forth in Schedule 1. Tyler shall invoice the Client on a monthly basis, which invoice shall be due and payable within thirty (30) days. Tyler prefers to receive payments electronically. Tyler's electronic payment information is as follows:

Bank: Wells Fargo Bank, N.A.
420 Montgomery
San Francisco, CA 94104
ABA: 121000248
Account: 4124302472
Beneficiary: Tyler Technologies Inc. – Operating

3. Termination. The Client may terminate this Agreement at any time by delivering a written notice of its intent to terminate to Tyler; provided, however, that the Client must pay Tyler for all costs and expenses incurred under this Agreement prior to the date of termination. Tyler may terminate this Agreement if the Client fails to pay any invoice when due or if the Client breaches any of its other obligations hereunder. Upon termination for any reason, each party shall immediately return all documentation, confidential information, and other information disclosed or otherwise delivered to the other party prior to such termination.

4. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

(a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents; or
(b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure; or
(c) a party receives from a third party who has a right to disclose it to the receiving party; or
(d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement, or a subpoena; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

5. Warranty. Tyler warrants that it shall perform services in a professional, workmanlike manner, consistent with industry standards. In the event Tyler provides services that do not conform to this warranty, Tyler will re-perform the services at no additional cost to Client.

6. Limitation of Liability.

THE LIABILITY OF TYLER FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO TOTAL FEES PAID TO TYLER UNDER THIS AGREEMENT.

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, OR LOSS OF BUSINESS OR LOSS OF DATA ARISING OUT OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER THE PARTIES HAVE ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGE.

THE FOREGOING LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 6 SHALL NOT APPLY WITH RESPECT TO: (A) DAMAGES OCCASIONED BY THE FRAUD, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCTOF EITHER PARTY; (B) DAMAGES OCCASIONED BY VIOLATION OF LAW.

7. Force Majeure. Neither party shall be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure. "Force Majeure" is defined as an event beyond the reasonable control of a party, including governmental action, war, riot or civil commotion, fire, natural disaster, labor disputes, restraints affecting shipping or credit, delay of carriers, inadequate supply of suitable materials or any other cause which could not with reasonable diligence be foreseen, controlled or prevented by the party.

8. Insurance. Upon written request, Tyler shall provide Client with certificates of insurance evidencing the following insurance coverage:
a) Commercial general liability of at least $1,000,000;
b) Automobile liability of at least $1,000,000;
c) Professional liability of at least $1,000,000; and
d) Workers compensation complying with statutory requirements.

9. Miscellaneous.

(a) Tax Exempt Status. Client is a governmental tax-exempt entity and shall not be responsible for any taxes for any services provided for herein, whether federal or state. The fees paid to Tyler pursuant to this Agreement are inclusive of any applicable sales, use, personal property, or other taxes attributable to periods on or after the Effective Date of this Agreement.

(b) Assignment. Neither Tyler nor the Client shall, sell, transfer, assign, or otherwise dispose of any rights or obligations created by this Agreement without the written consent of the other party.

(c) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(d) Entire Agreement. This Agreement and the Schedules hereto constitute the entire understanding and contract between the Parties and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof. The Exhibits to this Agreement are incorporated by reference herein.

(e) Amendment. This Agreement shall not be modified, amended, or in any way altered except by an instrument in writing signed by the properly delegated authority of each party. All amendments or modifications of this Agreement shall be binding upon the parties despite any lack of consideration.

(f) Relationship of Parties. The parties intend that the relationship between the parties created pursuant to or arising from this Agreement is that of an independent contractor only. Neither party shall be considered an agent, representative, or employee of the other party for any purpose.

(g) Governing Law. Any dispute arising out of or relating to this Agreement or the breach thereof shall be governed by the laws of the State of Texas, without regard to or application of choice of law rules or principles.

(h) No Third Party Beneficiaries. Nothing in this Agreement is intended to benefit, create any rights in, or otherwise vest any rights upon any third party.

(i) Equitable Relief. Each party covenants, represents, and warrants that any violation of this Agreement by such party with respect to its respective obligations set forth in Section 4 shall cause irreparable injury to the other party and shall entitle the other party to extraordinary and equitable relief by a Court of competent jurisdiction, including, without limitation, temporary restraining orders and preliminary and permanent injunctions, without the necessity of posting bond or security.

(j) Survival. The provisions of Sections 4 through 9 shall survive the expiration or termination of this Agreement.

(k) Texas Prompt Payment Act Compliance: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date Client receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by Client in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Client's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday

(l) Right to Audit: Tyler agrees that client or its duly authorized representatives shall, once per year until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine any and all books, documents, papers and records of Tyler which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, provided however, that any such audit shall be subject to Tyler's current confidentiality and security policies. Tyler agrees that client shall have access during normal working hours to all necessary Tyler facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. Client shall give Tyler reasonable advance notice, but no less than thirty (30) days advance written notice, of intended audits. Client shall be responsible for the cost of any audit conducted under this section unless otherwise agreed to by the parties in writing pursuant to the terms of this Agreement.

(m) Texas Law Applicable to Indemnification: All indemnifications or limitations of liability shall be to the extent authorized under Texas law and shall follow Texas law without modifying the Client's rights.

Commissioners Court - Regular Session **12.**

Meeting Date: 05/10/2022

Approval of Agreement for Routing Change Services with ConvergeOne for IT Department

Submitted For: Joy Simonton **Submitted By:** Mary Watson, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the agreement between Williamson County and ConvergeOne for network routing changes for the total cost of $9,249.00, pursuant to DIR TSO contract #4167, and authorizing the execution of this agreement.

Background

The purpose of this project is to migrate the routing protocol for better interoperability between Cisco and non-Cisco network devices.
The attached agreement contains the detailed scope of services offered plus equipment information. Legal, IT, Contract Audit and Budget have reviewed the agreement. The funding source for FY22 is 01.0100.0503.004100.
The department point of contact is Rory Tierney.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Converge One Redacted Agreement 5.10.22

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	05/05/2022 08:13 AM
County Judge Exec Asst.	Becky Pruitt	05/05/2022 08:16 AM
Form Started By: Mary Watson		Started On: 04/29/2022 11:29 AM
Final Approval Date: 05/05/2022		

Routing Change Services

PREPARED FOR: WILLIAMSON COUNTY

PREPARED BY: Chad Brinkley
National Account Manager
CBrinkley@convergeone.com

Luis Grados
Senior Solutions Architect
LGrados@convergeone.com

REFERENCE: Opportunity: OP-000673031
Solution: SO-000750162
[redacted]

DIR-TSO-4167 is the contract vehicle
For the services described in the SOW

DATE: April 8, 2022

ConvergeOne

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1. CONFIDENTIALITY NOTICE

THE INFORMATION CONTAINED HEREIN IS CONSIDERED CONFIDENTIAL AND PROPRIETARY, PRODUCED SOLELY FOR THE CUSTOMER IDENTIFIED ABOVE.

This Statement of Work ("SOW") is proprietary to ConvergeOne, Inc. and contains ConvergeOne, Inc. Confidential Information. It may not be disclosed in whole or in part without the express written authorization of ConvergeOne. No portion of this SOW may be duplicated or used for any purpose other than to receive Services or deliverables from ConvergeOne described herein.

2. SCOPE OF WORK - TERMS AND CONDITIONS

This Statement of Work or Scope of Work ("SOW") and the applicable Solution Summary (and any documents attached thereto and incorporated therein by reference) (collectively, this "Order") is subject to the following terms and conditions **DIR-TSO-4167 is the contract vehicle** (i) the Master Sales Agreement or other applicable master agreement in effect as of the date hereof between ConvergeOne, Inc. and/or its subsidiaries and affiliates (collectively, "ConvergeOne" or "Seller") and Williamson County ("Customer"); or (ii) if no such master agreement is currently in place between ConvergeOne and Customer, the Online General Terms and Conditions currently found on the internet at: https://www.convergeone.com/online-general-terms-and-conditions/. If Customer's Agreement is a master agreement entered into with one of ConvergeOne, Inc.'s predecessors, affiliates and/or subsidiaries, ("Legacy Master Agreement"), the terms and conditions of such Legacy Master Agreement shall apply to this Order, subject to any modifications located at https://www.convergeone.com/online-general-terms-and-conditions/. In the event of a conflict between the terms and conditions in the Agreement and this Order, the order of precedence shall be as follows: (i) this Order (with the most recent and specific document controlling if there are conflicts between the Solution Summary, this SOW and any other applicable supporting document(s) incorporated into this Order), (ii) Attachment A to the Agreement (if applicable), and (iii) the main body of the Agreement.

Customer's signature on this Order (or Customer's issuance of a purchase order in connection with this Order) shall represent Customer's agreement with each document in this Order.

This Order may include the sales of any of the following to Customer: (a) any hardware, third party software, and/or Seller software (collectively, "Products"); any installation services, professional services, and/or third party provided support services that are generally associated with the Products and sold to customers by Seller ("Professional Services"); any Seller-provided vendor management services, software release management services, remote monitoring services and/or, troubleshooting services (collectively, "Managed Services"); and/or any Seller-provided maintenance services ordered by Customer to maintain and service Supported Products or Supported Systems at Supported Sites to ensure that they operate in conformance with their respective documentation and specifications

("Maintenance Services"). For ease of reference only, Professional Services, Managed Services and Maintenance Services may be referred to collectively as "Services." Unless otherwise defined herein, capitalized terms used herein will have the same meanings as set forth in the Agreement.

Any dates and/or time intervals listed in this Order are approximate and for planning purposes only. ConvergeOne will use commercially reasonable efforts to accommodate any requested dates; provided however, projects milestones will be fully discussed and mutually agreed upon between ConvergeOne and Customer after project kickoff.

Products and/or Services not specifically itemized are not provided herein. Any additional applications, technologies, integrations, or other Products and/or Services not specified herein, are not included in this SOW, and may result in additional charges at any time during the project.

Unless signed, this Order will be valid for a period of thirty (30) days following the date hereof. Thereafter, this Order will no longer be of any force and effect.

The outline of deliverables for this Order follows below.

3. PROJECT TIMELINE EXPECTATIONS

Approximately 5 business days after signed acceptance of this SOW, ConvergeOne will assign a project manager that will make contact and start planning a project kick-off meeting. The project kick-off may not take place immediately. Project start times depend on the availability of ConvergeOne and Customer resources.

The expected duration of this project has been budgeted at two (2) weeks from the time of kick-off to completion. If the project exceeds this timeframe, a project change order may be required to extend the engagement, resulting in additional fees.

4. PROJECT OVERVIEW

Thank you for the opportunity to work with you on the Routing Change Services project. This document describes the work to be performed during this engagement and covers the assumptions as the basis for this agreement, the responsibilities of ConvergeOne personnel, and the responsibilities of the Customer.

4.1. Project Location(s)

Below is a list of the location(s) that should be included in this project.

Table 4-1

Site Name	Site Address

Georgetown, Texas	301 S.E. Innerloop, Suite 104, Georgetown, TX 78626-8207

5. PROJECT SCOPE OF SERVICES

This section identifies the work that will be performed as part of this project. Below is an initial, high-level list of tasks and assumptions for the project. This schedule may change depending on the Customer's business requirements and other factors. Also, depending on the schedule finally agreed upon at the kickoff meeting, the days worked may not be contiguous. ConvergeOne will conduct a meeting with the Customer to review and finalize the technical approach, constraints and project schedule. This meeting is intended to ensure that all parties are working with consistent expectations for the project.

5.1. Enterprise Networking

Migrate Existing Layer 3 Devices from EIGRP to OSPF

The purpose of this project is to migrate the existing customer's network from EIGRP to OSPF as their routing protocol. The current mix of layer 3 devices at multiple locations includes:

- Cisco 4500 switches
- Cisco 4300 and 4400 routers
- Palo Alto 3220 and 820 firewalls
- Meraki MX60 appliances

The customer would like to migrate to OSPF in order to enable better interoperability with non-Cisco network devices that do not support EIGRP. A current running configuration and network topology diagram have been provided by the customer.

Converge One will assign a network consultant to perform the required tasks on this project. Ideally, the new OSPF settings can be implemented in parallel with the existing EIGRP configuration using a higher administrative distance in order to facilitate the migration to OSPF on a short outage window.

Below are the required tasks that the consultant will complete across this project.

Enterprise Networking Custom Tasks

- Perform initial configuration discovery of the following:
  - Cisco 4500x-16 core switches.
  - Cisco 4300 and 4400 ISR routers.
  - Palo Alto 3220 and 820 firewalls.
  - Meraki MX60 appliances.

- Review current EIGRP routing configuration in preparation for the OSPF migration.
- Create a new OSPF routing design for the network, considering current EIGRP implementation and the possibility to run both protocols at the same time until cutover using different administrative distances.
- The consultant will carefully make the necessary network/routing configuration changes on the devices within scope of this project.
- Perform after-hours cutover from EIGRP routing to OSPF routing.
- The consultant will create and/or update any existing network topology documentation to reflect the new routing changes.
- The consultant will host a two (2) hour knowledge transfer session with the assigned customer's network engineer(s).

6. PROJECT MANAGEMENT

ConvergeOne will provide Project Management Services to help you effectively manage the project and control risks in the deployment. ConvergeOne will designate a Project Manager who will act as the single point of accountability for all ConvergeOne contract deliverables for the duration of the Project. ConvergeOne follows the Project Management Body of Knowledge (PMBOK) for project delivery. The PMBOK is an adaptable approach that enables technology project success by aligning business and technology goals. Key elements include an iterative delivery process, clear project metrics, proactive risk management, and effective response to change.

6.1. Project Manager

ConvergeOne will designate a Project Manager (PM) responsible for overseeing the project. Once the contract is signed and accepted by ConvergeOne, this individual will act as the Customer's single point of contact for all planning and issues related to solution delivery. The ConvergeOne PM will work closely with the Customer to guide the implementation and work on a mutually agreed-upon schedule. The ConvergeOne Project Manager is responsible for the following:

- Conduct internal (ConvergeOne) and joint ConvergeOne/Customer meetings.
- Develop a project plan, including activities, milestones, roles, and responsibilities.
- Schedule and manage required ConvergeOne resources and partners.
- Conduct Issue and Risk Management.
- Provide agenda and meeting notes.
- Track Customer and ConvergeOne project deliverables.
- Manage change orders and any associated billing with the Customer.

- Manage project closeout process, punch list, and Customer acceptance.

7. CHANGE ORDER PROCESS

Despite good project planning, design, and review, project plans often require some degree of change at some point. These changes are handled using change order requests, which must be agreed upon by all parties to the contract before such work can be performed.

Either ConvergeOne or the Customer may initiate a change order for any deliverable, work requirement, assumption, or dependency that is part of the project. All requests must be in writing and handled by the ConvergeOne Project Manager. ConvergeOne will review the change and provide pricing as applicable before proceeding. The ConvergeOne Project Manager may also engage project team members to assess the impact of the change. Agreed changes must be approved in writing by an authorized representative of the Customer, via email, or modified purchase order.

8. MILESTONE AND/OR PROJECT ACCEPTANCE

Upon completion of the services described in this SOW, ConvergeOne shall provide Customer with an Acceptance Form. Upon delivery of the Acceptance Form, Customer has five (5) working days to review and accept. Failure to respond within the designated five (5) day period, signifies the completion of the milestone or project. To refuse acceptance, Customer must both indicate non-acceptance with written notification to ConvergeOne within the five (5) day period noted above and describe why it was not accepted. ConvergeOne shall have up to ten (10) days after the receipt of such notice to correct the error given it is within ConvergeOne scope and control to do so. The period to correct the error may be extended by mutual consent.

9. CUSTOMER RESPONSIBILITIES

9.1. Provide a single point of contact that will be responsible for:

- Understanding the business process impact and technical requirements and who has the authority to make binding decisions on Customer's behalf.
- Working with ConvergeOne Project Manager to develop mutually agreed project schedule, including outside of Normal Business Hours test and cutover windows (if applicable).
- Ensuring all Customer responsibilities are completed in accordance with the project schedule.
- Reasonable notification of schedule and changes for the installation work.

- Attending all project status meetings.

9.2. Site Preparation:

- Ensure equipment room is ready, including all electrical, wiring, grounding, lighting, racks, and HVAC required to maintain equipment within operating conditions specified by the equipment manufacturer.
- Ensure that existing Customer network is configured, connected, and operating within the manufacturer's specifications.
- Customer will provide QOS on all their network equipment to the WAN-based upon Supplier's guidelines and requirements if carrying voice.
- Customer will provide remote access to all network devices within the scope of this project.
- Customer will provide an appropriate cutover window for the routing protocol migration.

9.3. Ensure availability of appropriate Customer resources that will:

- Assist in the development and execution of applicable test plans.
- Provide accurate documentation for all existing systems and networks.
- Provide all necessary IP addresses, subnet masks, and default gateways.
- Provide a qualified Network Administrator with working knowledge of Customer requirements.
- Provide information on planned changes in the network.

10. PROFESSIONAL SERVICES ASSUMPTIONS

The following assumptions were made to create this Statement of Work. Should any of these assumptions prove to be incorrect or incomplete then ConvergeOne may modify the price, scope of work, or milestones. Any such modifications shall be managed by the Change Order Procedure.

10.1. General Assumptions

- All non-service impacting work described in this scope will be performed during U.S. normal business hours defined as 8:00 AM to 5:00 PM local time; Monday through Friday, excluding ConvergeOne designated holidays. "Cutover" for the sites will be completed during business hours unless otherwise stated in this scope of work.
- The Customer must identify any specific requirements for maintenance windows and change control. The Customer retains overall responsibility for any business process impact and any Customer-internal change management procedures and communications.

- ConvergeOne will install specific software versions agreed upon at the time of project kickoff. Upgrades to the software are not included in the SOW. ConvergeOne may choose to install an upgrade if required by the manufacturer or to resolve a problem.
- The Customer is responsible for the underlying data infrastructure including network and virtualization. Systems must be capable of supporting the proposed solution. ConvergeOne can supply consulting and remediation services to ensure successful implementation, if not included in this scope, through a change order and billed at an additional fee.
- The Customer is responsible for all communications and scheduling of any contractors or vendors not managed by the ConvergeOne Project Manager.
- Any product or service delivery dates communicated outside of this SOW or the Project Plan, are not to be considered valid or binding.
- If the project extends beyond the timeline specified in the Project Plan due to delays caused by parties other than ConvergeOne and its subcontractors, ConvergeOne may invoice for service performed to date.
- The Customer is responsible to verify and arrange the installation of all applicable network connections and provide a functional network for application deployment.
- Projects requiring multiple site visits and/or intervals of inactivity between events must be noted as such prior to acceptance of this SOW.
- The Customer is responsible to notify ConvergeOne if the site requires any specialized access for personnel and/or Union trades for any tasks associated with this SOW. Notification of requirements must take place prior to the quote. Any and all additional costs for post-quote changes or additional site restrictions requiring specialized training or Union Labor shall be chargeable to the Customer.
- The Customer is responsible for managing all 3rd Parties not outlined in this SOW.
- Services not specifically called out in this SOW will be deemed out of scope.
- VPN access will be provided to ConvergeOne resources to allow for work to be accomplished remotely when applicable. If unfettered remote access to the Customer network cannot be provided, additional charges will be required.

10.2. Technical Assumptions

- Unless specifically called out, above, no IP address changes are included in the SOW. If requested, additional charges may apply.
- The Customer is responsible to have current licensing, maintenance, and support on the components of the servers, database, storage, and network infrastructure including hardware, software (including operating systems), and any associated costs.

- The Customer is responsible for any operating system patches and anti-virus software installation and support.
- The Customer is responsible to ensure the existing network is free of layer 3 protocol and broadcast errors.
- The Customer is responsible for the cost and acquisition of any 3rd party security certificates necessary for successful deployment. ConvergeOne can provide services for Security Audits and Certificate deployment which can be billed at an additional fee.
- The Customer is responsible for resolving interoperability issues with other vendors not acting as a sub-contractor to ConvergeOne.
- The Customer is responsible for any firmware updates to re-used circuit packs, media modules, or cards not specifically identified within this SOW. ConvergeOne can provide services for the firmware updates through a change order and billed at an additional fee.

11. PROFESSIONAL SERVICES PRICING AND BILLING SCHEDULE

Billing terms for this project supersede any MSA in place and are only applicable to the services stated in this scope of work. Invoices are due within thirty (30) days from the date of the Williamson County Auditor receipt of an invoice. Any change to the Project Pricing and Payment schedule will be managed through the Change Order procedures specified herein. All stated prices are exclusive of any taxes, fees and duties or other amounts, however designated, and including without limitation value added and withholding taxes which are levied or based upon such charges, or upon this SOW (other than taxes based on the net income of ConvergeOne). The Customer shall pay any taxes related to services purchased or licensed pursuant to this SOW or the Customer shall present an exemption certificate acceptable to the taxing authorities. Applicable taxes shall be billed as a separate item on the invoice.

11.1. Project Price and Milestone Billing Schedule

The fixed fee price for this services engagement is below and will be billed with the following milestone schedule:

Total Price: $9,249.00

- Milestone 1 (100%) - Final Customer Acceptance of the Project

11.2. Project Expenses:

There are no anticipated project related expenses expected for this project above the price included in this SOW. In the event that the need for additional expense arise, a Change Order will be presented by the Project Manager for approval by the Customer in advance. ConvergeOne

will make reasonable effort to minimize expenses and will ensure sufficient time is built into the project schedule to maximize efficiency when scheduling site visits.

Texas Prompt Payment Act Compliance: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date Customer receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by Customer in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Customer's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

Right to Audit: ConvergeOne agrees that the Customer or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of ConvergeOne which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. ConvergeOne agrees that the Customer shall have access during normal working hours to all necessary ConvergeOne facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The Customer shall give ConvergeOne reasonable advance notice of intended audits.

12. CUSTOMER AUTHORIZATION TO PROCEED

The use of signatures on this SOW is to ensure agreement and understanding on project objectives and assumptions, and the work and deliverables to be performed by ConvergeOne. By signing below, the duly authorized Customer representative signifies their commitment to proceed with the project as described in this SOW.

Customer's Authorized Representative:

Signature

Printed Name

Title

Date

PO Number

Commissioners Court - Regular Session **13.**

Meeting Date: 05/10/2022

Approval of Agreement for Building Automation System for North Jail with Automated Logic Contracted Services, Inc. fc Facilities Management

Submitted For: Joy Simonton **Submitted By:** Kim Chappius, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the service agreement between Williamson County and Automated Logic Contracting Services, Inc. for Building Automation System (BAS) Retrofit in the North Jail, in the amount of $76,125.00, pursuant to BuyBoard Contract 631-20 and authorizing the execution of the agreement.

Background

This project is for the retrofit of the existing Building Automation System (BAS) controls in the North Jail. The scope is based off the existing control configuration. The proposal includes a detailed scope of work/specifications. Funding Source ARPA, 445A, 445P and 2.2. The Point of Contact is Daniel Shea and Wendy Danzoy.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement and Quote

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	05/03/2022 10:34 AM
Purchasing (Originator)	Joy Simonton	05/05/2022 09:13 AM
Form Started By: Kim Chappius		Started On: 05/02/2022 08:20 AM
Final Approval Date: 05/05/2022		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

Services Contract
for
Williamson County North Jail – BAS Retrofit

(Automated Logic Contracting Services, Inc. - BuyBoard #631-20)

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, and the Texas Transportation Code, the Texas Health & Safety Code.

THIS CONTRACT is made and entered into by and between **Williamson County, Texas** (hereinafter "The County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Automated Logic Contracting Services, Inc.** (hereinafter "Service Provider"), with mailing address at 11100 Metric Blvd., Suite 400, Austin, TX 78758 (phone 210.658.0900). The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

No Agency Relationship: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider hold himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Service Provider shall be considered an independent contractor for the purpose of this agreement and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this agreement.

II.

Entire Contract & Incorporated Documents: This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Contract include the following:

A. As described in the attached Quote/Price Proposal, dated April 18, 2022 which is incorporated herein as if copied in full;

B. BuyBoard Contract #631-20; and

C. Any required insurance certificates evidencing required coverages.

Due to the fact that this Agreement involves expenditures of public monies, any conflicting terms in the contract documents will be resolved with Williamson County's terms and conditions set forth in this Agreement taking precedence over terms and conditions contained in any attached document(s).

III.

No Assignment: Service Provider may not assign this contract.

IV.

Compliance with All Laws: Service Provider agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

V.

Consideration and Compensation: Service Provider will be compensated based on the attached Quote/Price Proposal, dated April 18, 2022 which is incorporated herein as if copied in full. **The not-to-exceed amount under this agreement is $76,125.00, unless amended by a change order and approved by the Williamson County Commissioners Court.** Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year

in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

VI.

Insurance: Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by The County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to The County and name The County as an additional insured.

	Type of Coverage	**Limits of Liability**
a.	Worker's Compensation	Statutory
b.	Employer's Liability	
	Bodily Injury by Accident	$500,000 Ea. Accident
	Bodily Injury by Disease	$500,000 Ea. Employee
	Bodily Injury by Disease	$500,000 Policy Limit

c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (*including premises, completed operations and contractual*)	$1,000,000	$1,000,000
Aggregate policy limits:		$2,000,000

d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE

Bodily injury (including death)	$1,000,000	$1,000,000
Property damage	$1,000,000	$1,000,000
Aggregate policy limits		No aggregate limit

Service Provider, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents and sub-subcontractors worker's compensation coverage. Contactor shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by The County.

Upon execution of this Contract, Service Provider shall provide The County with insurance certificates evidencing compliance with the insurance requirements of this Contract.

VII.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS,

OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

VIII.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he or she is not an employee of The County. The services include, but are not limited to the following items in order to complete the project:

As described in the Price Proposal, dated April 18, 2022, which is incorporated herein as if copied in full.

IX.

Good Faith: Service Provider agrees to act in good faith in the performance of this agreement.

X.

Confidentiality: Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XI.

Termination: This agreement may be terminated at any time at the option of either party, without *future or prospective* liability for performance upon giving thirty (30) days written notice thereof. **In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.**

XII.

Venue and Applicable Law: Venue of this contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XIII.

Effective Date and Term: This contract shall be in full force and effect when signed by all parties and shall continue for a reasonable time period for the specific project and shall terminate upon project completion or when terminated pursuant to paragraph XI above. The parties expressly understand that the project timeline shall be completed no later than the end of The County's current fiscal year, which is September 30, 2022.

XIV.

Severability: In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this agreement and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XV.

Right to Audit: Service Provider agrees that The County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Service Provider which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider agrees that The County shall have access during normal working hours to all necessary Service Provider facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The County shall give Service Provider reasonable advance notice of intended audits.

XVI.

No Waiver of Sovereign Immunity or Powers: Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of The County, the Williamson County Commissioners Court, or the Williamson County Judge.

XVII.

County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer of The County's governing body who is authorized to execute this instrument by order duly recorded may execute this contract on behalf of The County.

Executed this ____ day of _____, 20____ to be effective as of the date of the last party's execution below.

County:

_____
Hon. Bill Gravell
Williamson County Judge

Date: _____ ___, 20____

Service Provider:

_____
Authorized Representative

Date: April 29, 2022

Exhibit(s)
Quote/Price Proposal, dated April 18, 2022
(incorporated herein as if copied in full)

Williamson County North Jail – BAS Retrofit

Prepared For: Williamson County
Attn: Daniel Shea
Project Info: North Jail BAS Retrofit

Date: April 18, 2022

Prepared By: Jake Stuckey | *Service Sales Engineer*
M: (512)550-0851
Jake.stuckey@carrier.com

Terms: This proposal is subject to the attached TERMS AND CONDITIONS OF SALE AUTOMATED LOGIC CONTRACTING SERVICES, INC. dated April 5, 2022

Project Description:
Automated Logic is pleased to provide the enclosed budget for an Automated Logic WebCTRL Building Automation System (BAS) for the referenced project. This scope of work is an addition to the Wilco North Jail BAS Retrofit, contract proposal dated 10/12/21. Automated Logic will provide all necessary engineering, software, hardware, installation, project management, commissioning, programming, and warranty for a complete, turnkey system. The system database for this project, including programs, software, and graphics, will be installed on the existing WebCTRL server.

Scope of Work

- North Jail
  - Basement
    - (QTY 3) Chilled Water Fan Coil Units (FCU B-1,2,3)
      - Remove existing chilled water control valve, Install new control valve, replace insulation.
  - 1st Floor
    - (QTY 6) Chilled Water Fan Coil Units (FCU 1-1 thru FCU 1-6)
      - Remove existing chilled water control valve, Install new control valve, replace insulation.
    - (QTY 2) Chilled Water VAV Air-Handling Unit (AHU 1-1, AHU 1-2)
      - Remove existing chilled water control valve, Install new control valve, replace insulation.
  - 2nd Floor
    - (QTY 1) Chilled Water Fan Coil Units (FCU 2-1 CTRL Room)
      - Remove existing chilled water control valve, Install new control valve, replace insulation.
    - (QTY 4) Chilled Water VAV Air-Handling Unit (AHU 2-1, AHU 2-4)
      - Remove existing chilled water control valve, Install new control valve, replace insulation.
  - 3rd Floor
    - (QTY 1) Chilled Water Fan Coil Units (FCU 3-1 CTRL Room)
      - Remove existing chilled water control valve, Install new control valve, replace insulation.
    - (QTY 4) Chilled Water VAV Air-Handling Unit (AHU 3-1, AHU 3-4)
      - Remove existing chilled water control valve, Install new control valve, replace insulation.

- Additional Scope
  - (QTY 42) Remove existing manual isolation valve, Install new isolation valve, replace insulation. Freeze pipe for isolation as needed to install valves during building operation.

Scope Clarifications & Exclusions

Clarifications:

- ALC provided the control valve/actuator assemblies in the original contract scope, as well as provisions for installing wire to the valve actuators. The added cost under this proposal is to remove the existing control valve, pipe in the new control valve, and replace insulation on exposed pipe.
- Lochridge-Priest is the intended mechanical installer for this project. After inspection of the existing chilled water system, it was determined that all manual isolation valves (QTY 42) are not operational and need to be replaced. The added cost under this proposal is to remove the existing isolation valves, provide/install new isolation valves, and replace insulation on exposed pipe. Pipe freezing for isolation will be completed as necessary to install valves during building operation.
- ALC will furnish installation labor, wiring, programming/graphics, and check out for the Building Control and Automation System.
- ALC is providing all DDC control modules, enclosures, software, engineering, and field devices specified.
- Labor cost based on 8-hour working days. Owner must provide access for full workday.

Exclusions:

- Replacement of damaged insulation outside of valve replacement
- Flow meters
- Circuit setters
- Prevailing wage rates and certified payroll are excluded from this proposal.
- Project price excludes all scope of work associated with fire dampers, fire/smoke/automatic dampers, smoke detectors, fire alarm system, or any other Life Safety Equipment.
- Bonding is not included.
- Any work not listed above.
- All work is to be performed during normal business hours unless otherwise noted.

Project Cost

(QTY 21) Control Valve Replacement..... $27,263.00
(QTY 42) Manual Isolation Valve Replacement..... $48,862.00

Pricing does not include sales, use, and other similar taxes, which may be imposed by local, state, and/or federal government on all new work. If claiming tax exemption on this project, please include a Tax Exempt or Resale Certificate with acceptance of this proposal. This pricing is valid for 45 days from the above date.

Thank you for your consideration of Automated Logic for this project. We look forward to working with you and your team on this opportunity. Please feel free to contact me anytime with questions or for any clarifications or scope modifications.

Jake Stuckey
Service Sales Engineer
Automated Logic
M: (512)550-0851
jake.stuckey@carrier.com

Automated Logic Contracting Services, Inc. will not proceed with any work, including submittals without a signed proposal, approved purchase order or executed contract.

PROCEED AS INDICATED:

AUTOMATED LOGIC	CUSTOMER:
Name	Customer Name
Signature Date	Signature Date
Title	Title PO Number

BuyBoard Proposal

BuyBoard Proposal No. 631-20: HVAC Equipment, Supplies, and Installation of HVAC Equipment

TERMS AND CONDITIONS OF SALE

AUTOMATED LOGIC CONTRACTING SERVICES, INC

1. **PAYMENT AND TAXES –** Payment shall be made net 30 days from date of invoice. Automated Logic reserves the right to require cash payment or other alternative method of payment prior to shipment or completion of work if Automated Logic determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 30 days payment term. In addition to the price, the Customer shall pay Automated Logic any taxes or government charges arising from this Agreement. If Customer claims any such taxes do not apply to transactions covered by this Agreement, Customer shall provide Automated Logic with acceptable tax exemption certificates. Payment for service agreements shall be due and payable in advance of services being rendered.

2. **SCOPE OF WORK/EXCLUSIONS –** Repair to building construction, plastering, patching and painting are excluded. Customer agrees to provide Automated Logic with required field utilities (electricity, toilets, drinking water, receiving dock, project hoist, elevator service, etc.) without charge. Automated Logic agrees to keep the job site clean of debris arising out of its own operations. Customer shall not back charge Automated Logic for any costs or expenses without Automated Logic's written consent. Unless specifically noted in the statement of the scope of work or services undertaken by Automated Logic under this Agreement, Automated Logic's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environment hazards or dangerous substances, to include but not be limited to asbestos or PCBs, discovered in or on the premises.

Certain exclusions apply to services where Automated Logic is providing covered repair labor and material cost under this agreement. Those exclusions regarding covered repair labor and material cost services include, service calls due to failures resulting from Force Majeure Events (see Section 6 below), abuse or misuse of equipment, willful damage of equipment, alterations, modifications, and/or any damages as a result of negligence by others. Any language or provision of the Agreement elsewhere contained which may authorize or empower the Customer to change, modify, or alter the scope of work or services to be performed by Automated Logic shall not operate to compel Automated Logic to perform any work relating to Hazards without Automated Logic's express written consent. Services performed at customer's direction outside of the scope of this Agreement will be billed at our scheduled rates.

3. **EXTRAS –** Work and material in addition to or different from that stated herein, and changes in drawings, specifications or time of performance, shall be considered as extras, and shall entitle Automated Logic to an adjustment in the contract price and the delivery schedule.

4. **EMERGENCY SERVICE WORK –** If emergency service is performed at Customer's request and inspection does not reveal any defects for which Automated Logic is liable under this Agreement, Customer shall pay for such work at Automated Logic's prevailing time and material rate.

5. **SHIPMENT/PARTIAL SHIPMENT/RETURNS –** All product shipments shall be F.C.A. shipping point (Incoterms 2010), freight prepaid and allowed to the job site. Shipment dates quoted are approximate. Automated Logic does not guarantee a particular date for shipment or delivery. Automated Logic shall have the right to ship any portion of equipment, goods or other materials included in this Agreement and invoice Customer for such partial shipment. No goods will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.

6. **DELAYS –** Automated Logic shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond Automated Logic's control, including, but not limited to, acts of God or of the public, acts of government, acts of terrorism, fire, floods, epidemics, freight embargoes, unusually severe weather, riots, strikes or labor disputes, conditions of the premises, acts or omissions of the Customer, Owner or other contractors, or delays caused by suppliers or subcontractors ("Force Majeure Event(s)"). In the event Automated Logic is delayed in manufacturing, shipping, delivery or any other performance under this Agreement by a Force Majeure Event and without the fault or negligence of Automated Logic, Automated Logic agrees to notify Customer in writing as soon as practicable of the causes of such delay, and Automated Logic shall further be entitled to an extension of the time equivalent to the duration of any such delay and a reasonable time in which to recover from said delay to resume performance. In the event any materials or equipment to be provided by Automated Logic under this Agreement becomes permanently unavailable as a result of a Force Majeure Event, Automated Logic shall be excused from furnishing said materials or equipment.

7. **WARRANTY –** Automated Logic warrants to Customer that the Work performed by Automated Logic hereunder will comply in all material respects with the attached Scope of Work or Statement of Services and will be free from material defects in workmanship. Automated Logic warrants that all equipment manufactured by Automated Logic Corporation and all Automated Logic equipment, parts or components supplied hereunder will be free from defects in material and workmanship. Automated Logic shall at its option repair or replace, F.C.A. point of sale (Incoterms 2010), any equipment, part or component sold by Automated Logic and determined to be defective within one (1) year from the date Customer has beneficial use. Automated Logic does not warrant products not manufactured by Automated Logic, but it does pass on to Customer any available manufacturer's warranty for such products. Automated Logic warrants that all services provided by Automated Logic hereunder shall be performed in a workmanlike manner. In the event any such service is determined to be defective within ninety (90) days of completion of that service, Automated Logic shall at its option re-perform or issue a credit for such service. Automated Logic's obligations as set forth herein shall be Customer's exclusive remedy. Automated Logic shall not be responsible for labor charges for removal or reinstallation of defective equipment, parts or components, for charges for transportation, handling and shipping, or for repairs or replacement of such equipment, parts or components required as a consequence of faulty installation when not installed by Automated Logic, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than Automated Logic. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Customer's use of any software provided under this Agreement is licensed (if applicable) and governed by the applicable end user license agreement.

8. **WORKING HOURS –** All services performed under this Agreement, including major repairs, are to be provided during Automated Logic's normal working hours unless otherwise agreed in writing.

9. **CHANGE ORDERS/ADDITIONAL WORK–** Automated Logic will not perform additional work until such time as Automated Logic receives a change order, duly executed by each party, setting forth the scope and an agreed upon price for the additional work, as well as any appropriate adjustments to the delivery schedule. Additional work and/or materials supplied under any change order shall be subject to the terms of this Agreement.

10. **CUSTOMER RESPONSIBILITIES –** Customer shall: provide safe and reasonable access to the job site and equipment being serviced; provide a safe work environment; keep areas adjacent to equipment free of extraneous material; move any stock, fixtures, walls, partitions, ceilings, enclosures or such other property as may be necessary to perform the specified work; promptly notify Automated Logic of any unusual operating conditions; operate any equipment supplied hereunder properly and in accordance with instructions; and identify and label any asbestos containing material that may be present. The Customer will provide, in writing, prior to the start of a job, a signed statement regarding the absence or presence of asbestos for any job where the building or the equipment to be serviced is older than 1981. Should this document state that no asbestos is present, the Customer will also provide in writing the method used to determine the absence of asbestos. If online service via modem is being provided, the Customer shall provide and maintain, at Customer's cost, a voice grade dial-up telephone line or internet connection installed in a mutually agreed upon location.

11. **LIMITATION OF LIABILITY –** Under no circumstances shall Automated Logic be liable for any indirect, incidental, special or consequential damages, including loss of revenue, loss of profit, loss of use of equipment or facilities, loss of data, or economic damages howsoever arising. Automated Logic shall be liable for damage to property, other than equipment provided under this Agreement, and to persons, to the extent that Automated Logic's negligent acts or omissions directly contributed to such injury or property damage. To the extent permitted by law, Automated Logic's aggregate liability for any reason, whether in contract, tort (including negligence) or otherwise, will be limited to the value of the payments received by Automated Logic under this Agreement. The aggregate liability shall not limit the liability of Automated Logic for any injury to, or death of a person, caused by its gross negligence.

12. **CUSTOMER TERMINATION FOR DEFAULT –** Customer shall have the right to terminate this Agreement for Automated Logic's default provided Automated Logic fails to cure such default within thirty (30) days after having been given prior written notice of the default. Upon early termination or expiration of this Agreement, Automated Logic shall have free access to enter Customer locations to disconnect and remove any and all Automated Logic-owned parts, tools and personal property. Additionally, Customer agrees to pay Automated Logic for all incurred but unamortized service costs performed by Automated Logic including overhead and a reasonable profit.

13. **AUTOMATED LOGIC TERMINATION –** Automated Logic reserves the right to discontinue its service or performance under this Agreement any time payments have not been made as agreed or if alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and Automated Logic. Should Customer fail to make payment in accordance with the terms of this Agreement and such failure continues without cure for a period of five (5) days following Customer's receipt of written notice of such payment default, Automated Logic may terminate this Agreement without liability.

14. **CLAIMS / ALC EMPLOYEES –** Any lawsuits arising from the performance or nonperformance of this Agreement, whether based upon contract, negligence, strict liability or otherwise, shall be brought within one

(1) year from the date the claim arose. The Customer acknowledges that Automated Logic's employees are valuable assets to Automated Logic. During the Term of this Agreement or one hundred eighty (180) days from the effective date, whichever is greater, if Customer hires an Automated Logic employee who worked at the Customer's facility at any time, the Customer agrees to 1) pay Automated Logic an amount equal to twelve (12) months' salary for such employee, and 2) reimburse Automated Logic for all costs associated with any training Automated Logic provided to such employee.

15. **GOVERNMENT PROCUREMENTS –**

(a) COMMERCIAL ITEMS – The components, equipment and services provided by Automated Logic under this Agreement are "commercial items" as defined in Section 2.101 of the Federal Acquisition Regulations ("FAR"), and the prices of such components, equipment and services are based on Automated Logic's commercial pricing policies and practices (which do not consider any special requirements of U.S. Government cost principles, FAR Part 31, or any similar procurement regulations). As such, Automated Logic will not agree to provide or certify cost or pricing data, nor will Automated Logic agree to comply with the Cost Accounting Standards (CAS). In addition, no government procurement regulations, such as FARs or DFARs, shall apply to this Agreement except those regulations expressly accepted in writing by Automated Logic.

(b) WHERE AUTOMATED LOGIC IS SUBCONTRACTOR – Where Automated Logic is subcontractor, Automated Logic is agreeing to perform a private subcontract for the sale of a commercial item on a fixed-price basis to Customer (a private entity) and as such there shall be no Federal Acquisition Regulations (FARs), DFARS, CFRs, or any other government procurement regulations of any kind which apply to this Agreement, except those regulations expressly accepted in writing by Automated Logic. In addition, Automated Logic will not agree to provide or certify cost or pricing data nor will Automated Logic agree to comply with the Cost Accounting Standards (CAS). Automated Logic refers to FAR 52.244-6, "Subcontracts for Commercial Items and Commercial Components."

16. **HAZARDOUS MATERIALS –** If Automated Logic encounters any asbestos or other hazardous material while performing this Agreement, Automated Logic may suspend its work and remove its employees from the project, until such material and any hazards associated with it are abated. The time for Automated Logic's performance shall be extended accordingly, and Automated Logic shall be compensated for the delay.

17. **OCCUPATIONAL SAFETY AND HEALTH –** Automated Logic and Customer agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act ("OSHA") relating in any way to the performance of work under this Agreement, the project or the job site.

18. **ENTIRE AGREEMENT, ASSIGNMENT and MODIFICATION –** This Agreement contains the complete and exclusive statement of the agreement between Automated Logic and Customer and supersedes all previous or contemporaneous, oral or written, statements. Customer may assign this Agreement only with Automated Logic's prior written consent. No change, modification, amendment or waiver of any of the terms or conditions of this Agreement shall be binding upon the parties unless made in writing and duly executed by both parties hereto.

19. **CUSTOMER CONSENT –** Customer consents and agrees that Automated Logic may, from time to time, publicize Automated Logic related projects with Customer, including the value of such projects, in all forms and media for advertising, trade, and any other lawful purposes.

20. **FOR WORK BEING PERFORMED IN CALIFORNIA –** Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

21. **INTELLECTUAL PROPERTY –** Notwithstanding anything to the contrary stated herein, Automated Logic retains ownership of its intellectual property and no license to Automated Logic's intellectual property is granted except as necessary for Customer to use any deliverables and/or services provided hereunder.

22. **ANTI-DISCRIMINATION POLICY –** The Automated Logic Fostering a Respectful and Safe Work Environment policy is incorporated into these terms via this link: https://www.automatedlogic.com/Pages/Careers.aspx

23. **PRICE ADJUSTMENTS –** The price of services performed under this Agreement is subject to change due to increases in material costs related to tariffs, import duties, trade policy, epidemics, commodity or material costs, supplier costs, labor costs, or related impacts or market conditions. Such change shall come into effect on thirty (30) days' prior written notice from Seller to Customer.

24. **DATA PRIVACY –** Each party will comply with applicable data privacy laws governing personal information collected and processed under this Agreement. Automated Logic processes personal data as described in our privacy notices at https://www.automatedlogic.com/en/legal/privacy-notice/

25. **STATE CONTRACTOR LICENSE NUMBERS –** A list of Automated Logic's state contractor license, certificate, and registration numbers, which list is incorporated herein, is available via this link: https://www.automatedlogic.com/en/support/contractor-licenses

26. **ADDITIONAL TERMS AND CONDITIONS - CANNABIS INDUSTRY -** If Customer is involved in the cannabis industry in the US as a manufacturer, distributor, or otherwise, the additional terms and conditions available at https://www.automatedlogic.com/en/support/additional-terms, which are incorporated herein, shall apply.

27. **REMOTE MONITORING –**

(a) DATA RIGHTS - Customer hereby grants and agrees to grant to Automated Logic a worldwide, non-exclusive, non-terminable, irrevocable, perpetual, paid-up, royalty free license to any Source Data, with the right to sub-license to its affiliates and suppliers for (i) Automated Logic's performance of services pursuant to this Agreement, (ii) the improvement of Automated Logic services, and Automated Logic's Analytics Platform; (iii) improving product performance, operation, reliability, and maintainability; (iv) to create, compile, and/or use datasets and/or statistics for the purposes of benchmarking, development of best practices, product improvement; (v) the provision of services to third parties, (vi) research, statistical, and marketing purposes, and/or (vii) in support of Automated Logic agreements.

Source Data – shall mean data that is produced directly from a system, or device and received at a collection point or a central server (e.g. a Automated Logic's database, data lake, or third party cloud service).

Analytics Platform – shall mean server algorithms or web interface systems used to (i) interpret, convert, manipulate, or calculate data, (ii) perform data processing, and/or (iii) the delivery of data to Automated Logic, affiliates or suppliers of Automated Logic, and/or Customer.

(b) RETURN OF DATA - Customer understands and acknowledges that Automated Logic will collect Source Data that will be stored on and/or transmitted to Automated Logic's servers and to suppliers or affiliates that are contracted by Automated Logic and used to transmit, process, extract or store such Source Data for purposes of Automated Logic's performance of the service in accordance with this Agreement. Once such data and information has been stored and/or transmitted to Automated Logic's servers, Customer agrees that such data and information shall become part of Automated Logic's database and therefore subject to the license terms under section 23(a).

(c) DATA DELIVERY - During the term of the Agreement Customer shall (i) make reasonable efforts to ensure that the hardware remains powered on, (ii) avoid intentional action to impede, block or throttle collection and transmission of Source Data by Automated Logic, and (iii) avoid intentional action to disable, turn off, or remove the data collection hardware or software without Automated Logic's express written consent, which consent shall not be unreasonably withheld.

(d) DATA SAFEGUARDS - Automated Logic processes personal data as described in our privacy notice at Carrier.com. The parties will comply with applicable data privacy laws governing personal data processed in connection with this Agreement, including the California Consumer Privacy Act (CCPA) and the European General Data Protection Regulation (GDPR), and take all reasonable commercial and legal steps to protect personal data. If Customer provides Automated Logic with personal data, Customer will ensure that it has the legal right to do so, including notifying the individuals whose personal data it provides to Automated Logic. If a party collects or processes personal data from California residents under this Agreement, such party is a "Service Provider" under the CCPA and will not sell or exchange such personal data for anything of value.

Commissioners Court - Regular Session **14.**

Meeting Date: 05/10/2022

Authorize Issuing IFB #22IFB108 Chandler Creek Subdivision Roadway and Drainage Improvements for Road and Bridge Department

Submitted For: Joy Simonton **Submitted By:** Gretchen Glenn, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Chandler Creek Subdivision Roadway and Drainage Improvements, under IFB #22IFB108. Funding Source P488

Background

Williamson County is seeking qualified contractors to provide materials, experienced roadway reconstruction crews and equipment to reconstruct the roadways and drainage in the Chandler Creek Subdivision. Estimated amount: $573,658.00. Funding source P488. Kon Q. Kwan is the Point of contact.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	05/05/2022 08:46 AM
County Judge Exec Asst.	Becky Pruitt	05/05/2022 08:49 AM
Form Started By: Gretchen Glenn		Started On: 05/03/2022 11:19 AM
Final Approval Date: 05/05/2022		

Commissioners Court - Regular Session **15.**

Meeting Date: 05/10/2022

Authorize Issuing IFB #22IFB110 Southwest Bypass Extension for HNTB

Submitted For: Joy Simonton **Submitted By:** Johnny Grimaldo, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Southwest Bypass Extension, under IFB #22IFB110. Funding source P352.

Background

Williamson County is seeking contractors for the construction of new roadway consisting of grading, base, paving, drainage structures, ditches, water quality best management practices, traffic signal, signing, sidewalk, and pavement markings. Estimated amount: $3,800,000.00. The Funding source is P352. Point of contact is Danette Chamberlin.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	05/05/2022 09:03 AM
County Judge Exec Asst.	Becky Pruitt	05/05/2022 09:28 AM
Form Started By: Johnny Grimaldo		Started On: 05/04/2022 08:39 AM
Final Approval Date: 05/05/2022		

Commissioners Court - Regular Session **16.**

Meeting Date: 05/10/2022

Approval of Agreement for Flashing School Beacon Repair at Teravista Club Dr. with G. Carter Construction Company, Inc. for Road and Bridge Department

Submitted For: Joy Simonton **Submitted By:** Stephanie Robles, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the service contract for replacement of flashing school beacon by G. Carter Construction Company, Inc. in the not-to-exceed amount of $6,065.00 and authorizing the execution of this agreement.

Background

This project is to replace flashing school beacon at Teravista Club Dr. to include removal of existing equipment, assembling of the solar-powered flashing school beacon and installing of solar equipment as listed in the attached proposal. The department worked to obtain three (3) quotes. Two (2) were received. Funding Source is 01.0200.0210.004549. The point of contact is Herb Klaus.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	05/05/2022 08:02 AM
County Judge Exec Asst.	Becky Pruitt	05/05/2022 08:17 AM
Form Started By: Stephanie Robles		Started On: 05/04/2022 04:23 PM
Final Approval Date: 05/05/2022		

805 N. BELL BLVD.
CEDAR PARK, TEXAS 78613

(512) 258-1025
FAX (512) 258-1026

April 12, 2022

Project Name: SOLAR POWERED FLASHING SCHOOL BEACON REPAIR
Job Location: TERAVISTA CLUB DR
Owner: WILLIAMSON COUNTY

We at G Carter Construction Co., Inc. are pleased to quote the bid items below on the referenced project:

Bid Item	Tech Spec.	Description	Qty	Unit	Unit Price	Amount
1		REMOVE EXISTING EQUIPMENT	1.0	EA	$ 325.00	$ 325.00
2		SOLAR POWERED FLASHING SCHOOL BEACON ASSEMBLY (ELTEC SPECIFIED TIMER) MATERIAL WITHOUT POLE & FND	1.0	LS	$ 3,890.00	$ 3,890.00
3		INSTALL SOLAR SCHOOL FLASHER EQUIPMENT (2 MEN W/ BUCKET TRUCK)	1.0	LS	$ 1,850.00	$ 1,850.00
			TOTAL		**$**	**6,065.00**

G. Carter Construction Company, Inc. is a State Certified WBE, DBE, SBE, & HUB.

If this bid is accepted, it becomes a part of the contract.

If additional information is needed, please contact me at (512) 258-1025.

Sincerely,

Pete Smith

Pete Smith
Vice President / Estimator

- Texas Law Applicable to Indemnification: All indemnifications or limitations of liability or statutes of limitations shall be to the extent authorized under Texas law and shall follow Texas law without modifying the County's rights.

- Texas Prompt Payment Act Compliance: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date customer receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by customer in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of customer's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

- Termination for Convenience: This agreement may be terminated at any time at the option of Williamson County, without future or prospective liability for performance upon giving fourteen (14) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.

- Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Agreement.

- Venue and Governing Law: Venue of this Agreement shall be Williamson County, Texas, and the law of the State of Texas shall govern.

Contractor: G Carter Construction Co Inc

By:_____ Date: 4-22-22

Name: Pete Smith Vice President

Williamson County Judge:_____

Date:_____

Commissioners Court - Regular Session **17.**

Meeting Date: 05/10/2022

SWCA 2574 WA3 Environmental On Call Services

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Work Authorization No 3 in the amount of $25,000.00 to expire May 31, 2024 under Williamson County Contract for Environmental Services between SWCA Environmental Consultants and Williamson County dated February 25, 2020 for Environmental On-Call Services. Funding source: 01.0200.0210.004100.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

SWCA 2574 WA3 Environmental On Call Services

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	05/04/2022 08:52 AM
County Judge Exec Asst.	Becky Pruitt	05/04/2022 10:09 AM
Form Started By: Vicky Edwards		Started On: 05/03/2022 03:13 PM
Final Approval Date: 05/04/2022		

WORK AUTHORIZATION NO. 3

PROJECT: Environmental On-Call Services

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **February 25, 2020** and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **SWCA Environmental Consultants** (the "Engineer").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is **$25,000.00.**

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on **May 31, 2024**. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this ____ day of _____, 20___.

ENGINEER:	COUNTY:
	Williamson County, Texas
By:	By: _____
Signature	Signature
Kevin Miller	Bill Gravell, Jr.
Printed Name	Printed Name
Vice President	County Judge
Title	Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

Attachment A - Services to be Provided by County

Williamson County will provide a Project Manager and will provide timely reviews and decisions necessary to enable SWCA to maintain an agreed upon project schedule.

Attachment B - Services to be Provided by Engineer

Environmental services are provided upon the request of the County as needed.

Attachment C - Work Schedule

SWCA will provide a work schedule for the assigned tasks.

Attachment D - Fee Schedule

Please see following pages.

Summary of Changes to CPI

Month	Year	CPI
January*	2020	248.005
January	2021	252.067
Variance		4.062
% Variance (escalation)		**1.64%**

*Rates requested at execution of contract

2021 Rate Schedule (SWCA)

Code	Title/Level	2020 Rates	1.64% (escalation)	2021 Rates
C00	Principal-In-Charge	285.00	4.67	289.67
SME	Subject Matter Expert	210.00	3.44	213.44
M05	Manager V	109.00	1.79	110.79
M06	Manager VI	119.00	1.95	120.95
M07	Manager VII	131.00	2.15	133.15
M08	Manager VIII	142.00	2.33	144.33
M09	Manager IX	153.00	2.51	155.51
M10	Manager X	171.00	2.80	173.80
M11	Manager XI	187.00	3.07	190.07
M12	Manager XII	205.00	3.36	208.36
T01	Technician I	47.00	0.77	47.77
T02	Technician II	55.00	0.90	55.90
S01	Specialist I	67.00	1.10	68.10
S02	Specialist II	79.00	1.30	80.30
S03	Specialist III	89.00	1.46	90.46
S04	Specialist IV	99.00	1.62	100.62
S05	Specialist V	109.00	1.79	110.79
S06	Specialist VI	119.00	1.95	120.95
S07	Specialist VII	131.00	2.15	133.15
S08	Specialist VIII	142.00	2.33	144.33
S09	Specialist IX	153.00	2.51	155.51
S10	Specialist X	171.00	2.80	173.80
S11	Specialist XI	187.00	3.07	190.07
S12	Specialist XII	205.00	3.36	208.36
T01	Administrative I	42.00	0.69	42.69
T02	Administrative II	53.00	0.87	53.87
T03	Administrative III	66.00	1.08	67.08
T04	Administrative IV	77.00	1.26	78.26
T05	Administrative V	89.00	1.46	90.46
T06	Administrative VI	101.00	1.66	102.66
T07	Administrative VII	113.00	1.85	114.85
T08	Administrative VIII	125.00	2.05	127.05

2021 Rate Schedule (Cambrian Environmental)

Code	Title/Level	2020 Rates	1.64% (escalation)	2021 Rates
	Sr. Karst Geoscientist	155.00	2.54	157.54
	Karst Geoscientist	125.00	2.05	127.05
	Field Technician	65.00	1.07	66.07
	Karst Biologist	100.00	1.64	101.64

BLS
BUREAU OF LABOR STATISTICS
U.S. DEPARTMENT OF LABOR

CONSUMER PRICE INDEX

January 2020

SOUTHEAST INFORMATION OFFICE • Atlanta, Ga. • 404-893-4222 • bls.gov/regions/southeast

For release: Thursday, February 13, 2020

Group	All urban consumers			Wage earners & clerical workers		
	Index	Percent change		Index	Percent change	
		Jan 19 to Jan 20	Dec 19 to Jan 20		Jan 19 to Jan 20	Dec 19 to Jan 20
U.S. City Average[1]						
All items (1982-84=100)	257.971	2.5	0.4	251.361	2.5	0.4
All items (1967=100)	772.768	-	-	748.729	-	-
Food and beverages	260.638	1.7	0.5	259.471	1.7	0.5
Housing	269.468	2.7	0.5	265.528	2.7	0.5
Apparel	120.853	-1.3	1.5	120.604	-1.3	1.2
Transportation	208.284	2.8	-0.1	207.510	3.2	-0.2
Medical care	512.149	4.5	0.5	518.806	4.9	0.5
Recreation[2]	121.986	1.4	0.4	116.650	1.3	0.4
Education & communication[2]	139.132	1.5	0.2	126.811	1.4	0.3
Other goods and services	458.336	2.8	0.6	502.074	3.0	0.5
South[1]						
All items (1982-84=100)	248.005	2.3	0.3	243.338	2.3	0.3
All items (1977=100)	402.298	-	-	394.113	-	-
Food and beverages	257.296	1.5	0.4	256.044	1.5	0.4
Housing	247.349	2.7	0.4	247.545	2.7	0.4
Apparel	128.299	-2.6	-0.8	127.082	-2.6	-0.7
Transportation	207.755	2.9	0.1	205.314	3.3	0.2
Medical care	481.849	3.4	0.4	492.495	3.9	0.5
Recreation[2]	121.506	1.0	0.1	116.531	1.1	0.1
Education & communication[2]	133.885	1.3	0.3	119.382	0.8	0.3
Other goods and services	436.000	1.9	0.5	472.707	2.2	0.4

Group	All urban consumers			Wage earners & clerical workers		
	Index	Percent change		Index	Percent change	
		Jan 19 to Jan 20	Nov 19 to Jan 20		Jan 19 to Jan 20	Nov 19 to Jan 20
Tampa-St. Petersburg-Clearwater[3]						
All items (1987=100)	231.258	3.8	0.7	228.106	3.1	0.7
Food and beverages	234.623	3.0	1.1	236.413	2.6	0.8
Housing	236.285	3.5	0.6	236.625	3.0	0.6
Apparel	129.124	-11.4	-3.1	115.349	-10.5	-1.1
Transportation	202.859	8.0	0.8	219.714	6.8	0.9
Medical care	410.600	5.3	0.9	420.608	5.8	1.1
Recreation[2]	125.733	2.7	2.0	121.733	2.1	2.4
Education & communication[2]	133.162	2.0	-0.3	119.838	2.3	0.2
Other goods and services	303.929	0.6	-0.3	324.875	0.5	-0.3

[1]Indexes on a 1982-84=100 base, unless otherwise noted.
[2]Indexes on a December 1997=100 base.
[3]Indexes on a 1987=100 base, unless otherwise noted.
- Data not available.
*Full survey for Tampa-St. Petersburg-Clearwater is compiled every two months and is published for January, March, May, July, September, and November.

BLS
BUREAU OF LABOR STATISTICS
U.S. DEPARTMENT OF LABOR

CONSUMER PRICE INDEX

January 2021

SOUTHEAST INFORMATION OFFICE • Atlanta, GA • 404-893-4222 • bls.gov/regions/southeast

For release: Wednesday, February 10, 2021

Group	All urban consumers			Wage earners & clerical workers		
	Index	Percent change		Index	Percent change	
		Jan 20 to Jan 21	Dec 20 to Jan 21		Jan 20 to Jan 21	Dec 20 to Jan 21
U.S. City Average[1]						
All items (1982-84=100)	261.582	1.4	0.4	255.296	1.6	0.5
All items (1967=100)	783.584	-	-	760.447	-	-
Food and beverages	270.260	3.7	0.3	269.378	3.8	0.3
Housing	274.336	1.8	0.2	270.589	1.9	0.2
Apparel	117.785	-2.5	2.9	117.381	-2.7	2.7
Transportation	205.631	-1.3	1.0	205.979	-0.7	1.3
Medical care	522.133	1.9	0.6	530.123	2.2	0.6
Recreation[2]	122.140	0.1	-0.4	116.636	0.0	-0.5
Education & communication[2]	141.556	1.7	0.0	129.397	2.0	0.0
Other goods and services	467.995	2.1	0.4	515.600	2.7	0.6
South[1]						
All items (1982-84=100)	252.067	1.6	0.5	247.339	1.6	0.6
All items (1977=100)	408.888	-	-	400.594	-	-
Food and beverages	266.178	3.5	0.5	264.999	3.5	0.5
Housing	252.143	1.9	0.3	252.410	2.0	0.3
Apparel	124.118	-3.3	1.0	122.742	-3.4	0.9
Transportation	206.520	-0.6	1.3	204.277	-0.5	1.6
Medical care	493.592	2.4	0.8	504.591	2.5	0.7
Recreation[2]	123.295	1.5	0.6	118.104	1.3	0.5
Education & communication[2]	136.575	2.0	0.0	122.163	2.3	0.0
Other goods and services	447.634	2.7	0.2	486.544	2.9	0.2

Group	All urban consumers			Wage earners & clerical workers		
	Index	Percent change		Index	Percent change	
		Jan 20 to Jan 21	Nov 20 to Jan 21		Jan 20 to Jan 21	Nov 20 to Jan 21
Tampa-St. Petersburg-Clearwater, FL[3]						
All items (1987=100)	239.135	3.4	0.9	235.808	3.4	1.2
Food and beverages	249.207	6.2	0.2	252.537	6.8	0.7
Housing	246.876	4.5	1.0	247.277	4.5	1.1
Apparel	124.764	-3.4	-0.3	114.162	-1.0	1.6
Transportation	202.378	-0.2	2.1	218.623	-0.5	2.8
Medical care	440.026	7.2	0.4	453.293	7.8	0.1
Recreation[2]	123.122	-2.1	0.3	120.478	-1.0	0.4
Education & communication[2]	133.809	0.5	0.6	120.200	0.3	0.6
Other goods and services	305.552	0.5	0.8	322.921	-0.6	0.8

[1]Indexes on a 1982-84=100 base, unless otherwise noted.
[2]Indexes on a December 1997=100 base.
[3]Indexes on a 1987=100 base, unless otherwise noted.
- Data not available.
*Full survey for Tampa-St. Petersburg-Clearwater, FL is compiled every two months and is published for January, March, May, July, September, and November.

Commissioners Court - Regular Session **18.**

Meeting Date: 05/10/2022

Dunaway 1904-314 WA1 SA2 Structural Engineering Services

Submitted For: Terron Evertson **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Supplemental Work Authorization No 2 to Work Authorization No 1 under Williamson County Contract between Dunaway Associates and Williamson County dated September 10, 2019 for Structural Engineering Services Cave Void Closure Plans. This supplemental is to extend the expiration date to May 31, 2023 only. The current Work Authorization dollar amount will remain the same. Funding source: 01.0200.0210.004160.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Dunaway 1904-314 WA1 SA2 Structural Engineering Services

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	05/05/2022 11:10 AM
County Judge Exec Asst.	Becky Pruitt	05/05/2022 11:26 AM
Form Started By: Vicky Edwards		Started On: 05/05/2022 10:00 AM
Final Approval Date: 05/05/2022		

SUPPLEMENTAL WORK AUTHORIZATION NO. _2__
TO
WORK AUTHORIZATION NO. _1___

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:
Structural Engineering Services Cave Void Closure Plans

This Supplemental Work Authorization No. _2__ to Work Authorization No. __1__ is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated September 10, 2019 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Dunaway Associates (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. __1__ dated effective September 10, 2019 (the "Work Authorization");

WHEREAS, pursuant to the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

WHEREAS, it has become necessary to amend, change and modify the Work Authorization.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Firm agree that the Work Authorization shall be amended, changed and modified as follows:

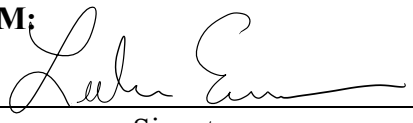
I. The above referenced Work Authorization termination date shall be modified to May 31, 2023. The Services to be Provided by the Firm shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Supplemental Work Authorization. Firm understands and agrees that County's payment of amounts under this Supplemental Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under the Supplemental Work Authorization. It is further understood and agreed by Firm that County shall have the right to terminate this Supplemental Work Authorization at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Firm.

Except as otherwise amended by prior or future Supplemental Work Authorizations, all other terms of the Work Authorization are unchanged and will remain in full force and effect.

This Supplemental Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

IN WITNESS WHEREOF, the County and the Firm have executed this Supplemental Work Authorization, in duplicate, to be effective as of the date of the last party's execution below.

FIRM:	**COUNTY:**
By: 	By: _____
Signature	Signature
Luke Esser	Bill Gravell, Jr.
Printed Name	Printed Name
Regional Manager	Williamson County Judge
Title	Title
5/5/2022	_____
Date	Date

Attachment C - Work Schedule

Dunaway & Associates will provide a work schedule for the assigned tasks

Commissioners Court - Regular Session **19.**

Meeting Date: 05/10/2022

Final plat for the Santa Rita Ranch Phase 2A Section 5 subdivision – Pct 2

Submitted For: Terron Evertson **Submitted By:** Adam Boatright, Infrastructure

Department: Infrastructure **Division:** Road & Bridge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the final plat for the Santa Rita Ranch Phase 2A Section 5 subdivision – Precinct 2.

Background

This is the next section of the Santa Rita Ranch Phase 2A development. It consists of 77 single family lots, 1 open space/drainage/landscape/utility lot, 2 open space/landscape/utility lots and 3,792 feet of new public roads. Roadway and drainage construction are not yet complete but a performance bond in the amount of $1,787,239.90 has been posted with the County to cover the cost of the remaining construction.

Timeline

2022-02-16 – receipt of financial security for the remaining construction
2022-03-15 – initial submittal of the final plat
2022-04-14 – 1st review complete with minor comments
2022-05-04 – 2nd submittal of final plat
2022-05-04 – 2nd review complete with comments cleared
2022-05-05 – final plat placed on the May 10, 2022 Commissioners Court agenda for consideration

---

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

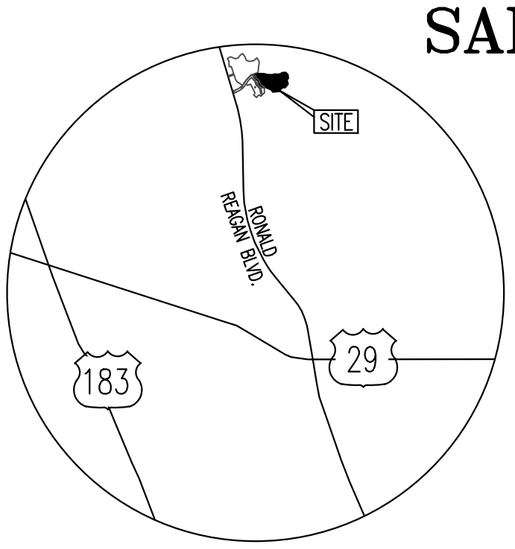
final plat - Santa Rita Ranch Ph 2A Sec 5

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	05/05/2022 11:01 AM
Form Started By: Adam Boatright		Started On: 05/05/2022 10:55 AM
Final Approval Date: 05/05/2022		

SANTA RITA RANCH PHASE 2A, SECTION 5

FINAL PLAT



LEGEND

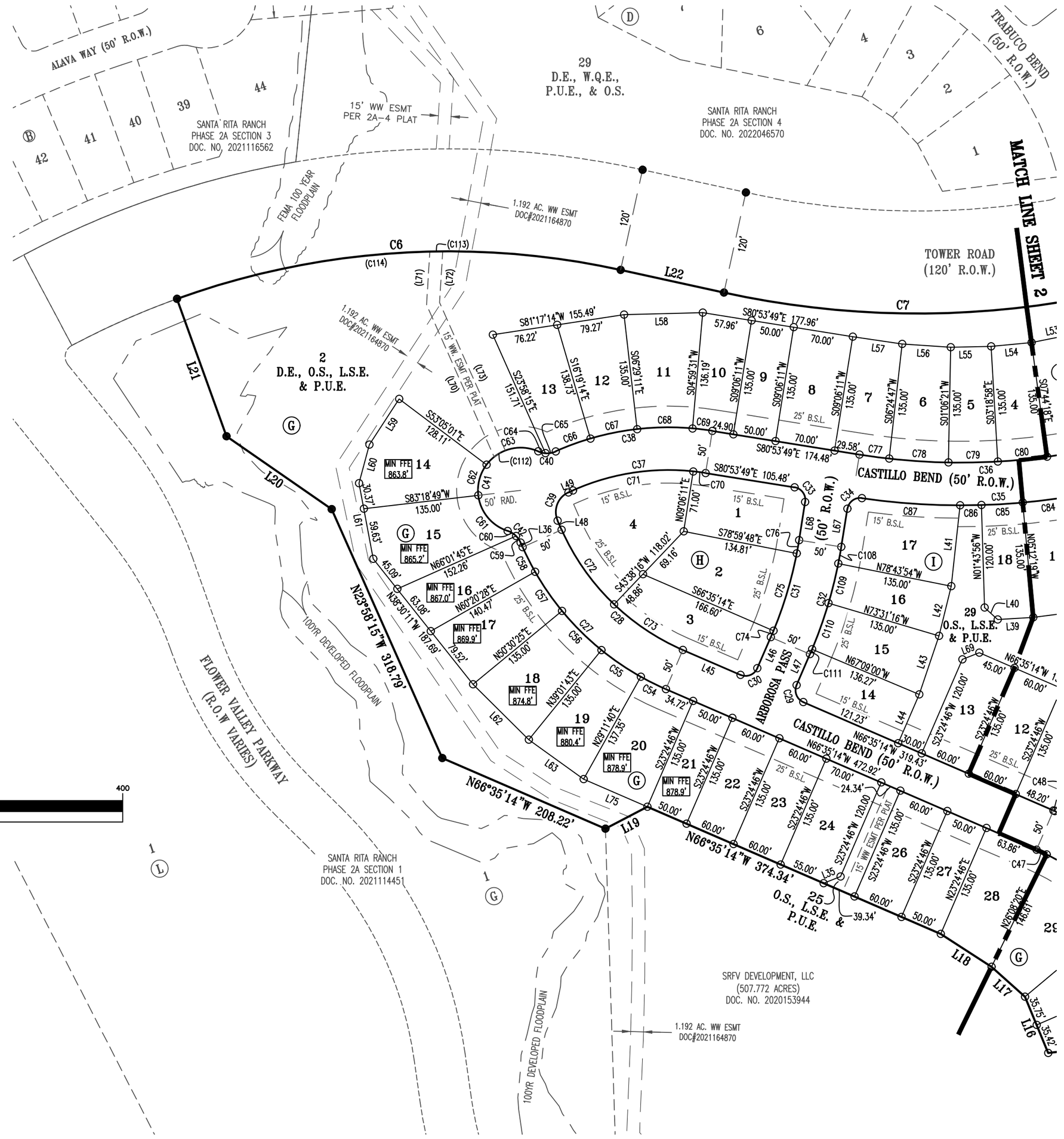
- BENCHMARK
- 1/2" IRON ROD FOUND
- CAPPED 1/2" IRON ROD SET
- 1 LOT NUMBER
- (A) BLOCK DESIGNATION
- B.S.L. BUILDING SETBACK LINE
- P.U.E. PUBLIC UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- W.Q.E. WATER QUALITY EASEMENT
- L.S.E. LANDSCAPE EASEMENT
- MIN FFE XXX.X' MINIMUM FINISHED FLOOR ELEVATION

SCALE: 1" = 100'

GRAPHIC SCALE

100 0 50 100 200 400

(IN FEET)
1 inch = 100 ft.



DATE: MAY 4, 2022
OWNER:
SRFV DEVELOPMENT, LLC.
1700 CROSS CREEK DRIVE, STE. 100
LIBERTY HILL, TX 78642

DEVELOPER:
SRFV DEVELOPMENT, LLC.
1700 CROSS CREEK LANE, STE. 100
LIBERTY HILL, TX 78642

SURVEYOR:
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE
AUSTIN, TEXAS 78749
(512) 280-5160 phone

ENGINEER:
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE
AUSTIN, TEXAS 78749
(512) 280-5160 phone

TOTAL ACREAGE: 26.773 ACRES
SURVEY: B. MANLOVE SURVEY, ABSTRACT NO. 417

F.E.M.A. MAP NO. 48491C0275E
WILLIAMSON COUNTY, TEXAS AND INCORPORATED AREAS.
DATED: SEPTEMBER 26, 2008

TBM 1:
CAPPED 1/2 INCH IRON ROD SET STAMPED "CONTROL".

N = 10221342.40, E = 3082144.18,
ELEVATION = 894.63'

TBM 2:

CAPPED 1/2 INCH IRON ROD SET STAMPED "CONTROL".

N = 10221815.61, E = 3081978.68,
ELEVATION = 883.28

ROAD TABLE

STREET NAMES	LINEAR FOOTAGE	R.O.W. WIDTH	PAVEMENT WIDTH	DESIGN SPEED	DESIGNATION	CLASSIFICATION
ARBOROSA PASS	290'	50' R.O.W.	33' FOC-FOC	25 M.P.H.	PUBLIC	LOCAL
BENICIA DRIVE	179'	50' R.O.W.	33' FOC-FOC	25 M.P.H.	PUBLIC	LOCAL
CANTOR COVE	135'	50' R.O.W.	33' FOC-FOC	25 M.P.H.	PUBLIC	LOCAL
CASTILLO BEND	3,188'	50' R.O.W.	33' FOC-FOC	25 M.P.H.	PUBLIC	LOCAL
TOTAL	3,792'					

TOTAL OF LOTS	80
SINGLE FAMILY LOTS:	77
D.E., O.S., L.S.E. & P.U.E. LOTS:	1
O.S., L.S.E. & P.U.E. LOTS	2

SHEET NO. 1 OF 5

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

J:\AC3D\5339\Survey\5339 - PLAT - SANTA RITA RANCH PHASE 2A SEC 5

SANTA RITA RANCH PHASE 2A, SECTION 5

FINAL PLAT

SCALE: 1" = 100'

GRAPHIC SCALE

100 0 50 100 200 400

(IN FEET)
1 inch = 100 ft.

LEGEND

- BENCHMARK
- 1/2" IRON ROD FOUND
- CAPPED 1/2" IRON ROD SET
- 1 LOT NUMBER
- (A) BLOCK DESIGNATION
- B.S.L. BUILDING SETBACK LINE
- P.U.E. PUBLIC UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- W.Q.E. WATER QUALITY EASEMENT
- L.S.E. LANDSCAPE EASEMENT
- MIN FFE XXX.X' MINIMUM FINISHED FLOOR ELEVATION

JACARANDA COURT (50' R.O.W.)

TRABUCO BEND (50' R.O.W.)

SANTA RITA RANCH PHASE 2A SECTION 4 DOC. NO. 2022046570

MATCH LINE SHEET 1

TOWER ROAD (120' R.O.W.)

POINT OF BEGINNING

1 O.S., L.S.E. & P.U.E.

SRFV DEVELOPMENT, LLC (507.772 ACRES) DOC. NO. 2020153944

100YR DEVELOPED FLOODPLAIN

5.529 AC. D.E. DOC#2021164869

BENICIA DRIVE (50' R.O.W.)

CANTOR COVE (50' R.O.W.)

CASTILLO BEND (50' R.O.W.)

PROPOSED 100-YR W.S.E. (ATLAS 14)

29 O.S., L.S.E. & P.U.E.

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

J:\AC3D\5339\Survey\5339 – PLAT – SANTA RITA RANCH PHASE 2A SEC 5

SANTA RITA RANCH PHASE 2A, SECTION 5

FINAL PLAT

Line Table		
Line #	Length	Direction
L1	33.69	S15°18'03"E
L2	124.27	N73°30'05"E
L3	65.90	N84°09'47"E
L4	92.00	S87°49'07"E
L5	134.66	N50°46'00"E
L6	168.04	N83°46'30"E
L7	122.31	S51°49'15"E
L8	182.19	S06°49'15"E
L9	171.85	S36°26'42"W
L10	130.50	S25°06'25"E
L11	140.00	N52°00'55"W
L12	114.12	S37°59'05"W
L13	50.00	S43°59'59"W
L14	89.07	S19°25'49"E
L15	147.87	S82°44'00"W
L16	71.18	N22°27'22"W
L17	52.58	N48°17'46"W
L18	70.95	N57°02'51"W
L19	55.33	S62°24'54"W
L20	149.77	N55°18'50"W
L21	171.00	N19°48'02"W
L22	123.81	S77°38'57"E
L23	5.44	S16°29'55"E
L24	50.00	N73°30'05"E

Line Table		
Line #	Length	Direction
L25	10.25	N74°58'34"E
L26	28.52	S35°02'44"W
L27	27.76	S35°02'44"W
L28	65.71	N62°11'29"W
L29	78.86	N53°11'01"W
L30	78.86	N43°20'57"W
L31	113.45	N32°50'18"W
L32	105.89	S29°38'40"E
L33	24.93	N04°10'13"E
L34	46.79	S52°00'55"E
L35	21.21	S68°24'46"W
L36	5.75	N23°58'15"W
L37	68.02	S78°48'12"W
L38	68.00	S82°42'39"W
L39	41.67	S86°31'53"W
L40	20.89	N47°36'01"W
L41	95.11	S06°15'38"W
L42	60.00	N13°52'25"E
L43	72.31	N18°36'38"E
L44	62.22	S23°24'46"W
L45	73.49	N66°35'14"W
L46	39.60	S23°24'46"W
L47	39.60	S23°24'46"W
L48	11.65	N23°58'15"W

Line Table		
Line #	Length	Direction
L49	5.90	S66°01'45"W
L50	15.00	S73°30'05"W
L51	19.95	S16°29'55"E
L52	14.80	S58°45'14"E
L53	60.19	N78°59'26"E
L54	47.45	S84°28'22"W
L55	47.45	S88°53'42"W
L56	56.94	N86°14'26"W
L57	58.45	N81°33'40"W
L58	92.13	S88°31'06"W
L59	63.74	S33°03'15"W
L60	46.88	S15°06'54"W
L61	90.00	N10°42'59"W
L62	92.00	N45°13'56"W
L63	79.09	N54°11'27"W
L64	14.14	N28°30'05"E
L65	20.00	S16°29'55"E
L66	15.00	S73°30'05"W
L67	45.17	N09°06'11"E
L68	45.10	N09°06'11"E
L69	21.21	N68°24'46"E
L74	96.02	S73°30'05"W
L75	81.30	S66°35'14"E

Easement Line Table		
Line #	Length	Direction
(L70)	194.79	N23°58'15"W
(L71)	62.45	N03°33'33"E
(L72)	59.94	S03°33'33"W
(L73)	189.59	S23°58'15"E

Easement Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
(C112)	15.14	50.00	S60°13'24"W	15.08	7.63	17°20'37"
(C113)	15.05	940.00	N89°05'55"E	15.05	7.52	0°55'01"
(C114)	302.54	940.00	S79°25'11"W	301.23	152.59	18°26'26"

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C1	89.01	50.00	S26°28'46"E	77.71	61.74	101°59'39"
C2	21.99	15.00	S04°00'28"E	20.07	13.50	83°59'06"
C3	21.82	15.00	N87°34'03"W	19.95	13.35	83°21'10"
C4	105.79	325.00	S60°04'52"W	105.32	53.37	18°38'58"
C5	3.09	325.00	S06°59'41"E	3.09	1.54	0°32'38"
C6	527.48	940.00	N86°16'30"E	520.58	270.88	32°09'05"
C7	422.24	1060.00	S89°03'39"E	419.45	213.95	22°49'22"
C8	21.98	15.00	S58°29'07"E	20.07	13.50	83°59'19"
C9	24.02	15.00	N29°22'38"E	21.53	15.47	91°45'06"
C10	24.05	15.00	N29°25'46"E	21.55	15.49	91°51'20"
C11	23.56	15.00	S61°29'55"E	21.21	15.00	90°00'00"
C12	254.05	325.00	N84°06'17"W	247.63	133.91	44°47'16"
C13	261.50	275.00	N79°15'25"W	251.76	141.58	54°29'00"
C14	21.79	15.00	N76°40'03"E	19.93	13.33	83°14'37"
C15	23.55	25.00	N08°03'42"E	22.69	12.73	53°58'05"
C16	301.53	60.00	N54°57'16"W	70.59	43.64	287°56'10"
C17	23.55	25.00	S62°01'47"W	22.69	12.73	53°58'05"
C18	22.79	15.00	S08°29'05"E	20.66	14.25	87°03'39"
C19	39.27	25.00	N07°00'55"W	35.36	25.00	90°00'00"
C20	21.03	25.00	S76°06'36"E	20.41	11.18	48°11'25"
C21	162.65	50.00	N07°00'55"W	99.85	897.21	186°22'46"
C22	21.03	25.00	S62°04'46"W	20.41	11.18	48°11'23"
C23	150.81	275.00	N53°41'43"E	148.93	77.35	31°25'16"
C24	21.57	15.00	S69°24'02"E	19.76	13.13	82°23'14"
C25	22.02	15.00	S27°21'23"W	20.09	13.53	84°05'55"
C26	287.33	275.00	N36°39'18"W	274.44	158.34	59°51'52"
C27	241.73	325.00	S45°16'45"E	236.20	126.77	42°36'59"
C28	204.54	275.00	S45°16'45"E	199.86	107.26	42°36'59"
C29	23.56	15.00	S21°35'14"E	21.21	15.00	90°00'00"
C30	23.56	15.00	N68°24'46"E	21.21	15.00	90°00'00"
C31	118.63	475.00	N16°15'29"E	118.32	59.63	14°18'35"
C32	131.12	525.00	N16°15'29"E	130.78	65.90	14°18'35"
C33	23.56	15.00	N35°53'49"W	21.21	15.00	90°00'00"
C34	23.36	15.00	S53°42'59"W	21.07	14.80	89°13'35"
C35	346.67	800.00	N85°54'56"E	343.96	176.10	24°49'41"
C36	310.83	750.00	N87°13'49"E	308.61	157.68	23°44'46"
C37	158.74	275.00	S82°33'58"W	156.55	81.65	33°04'26"
C38	187.61	325.00	S82°33'58"W	185.01	96.50	33°04'26"

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C39	39.27	25.00	S21°01'45"W	35.36	25.00	90°00'00"
C40	21.03	25.00	S89°52'34"E	20.41	11.18	48°11'23"
C41	162.65	50.00	S21°01'45"W	99.85	897.21	186°22'46"
C42	21.03	25.00	N48°03'57"W	20.41	11.18	48°11'23"
C43	217.70	325.00	N47°23'50"W	213.66	113.11	38°22'49"
C44	79.76	275.00	N15°01'54"W	79.48	40.16	16°37'04"
C45	79.76	275.00	N31°38'57"W	79.48	40.16	16°37'04"
C46	114.73	275.00	N51°54'34"W	113.90	58.21	23°54'11"
C47	13.08	275.00	N65°13'27"W	13.08	6.54	2°43'34"
C48	1.67	325.00	S66°26'24"E	1.67	0.84	0°17'40"
C49	46.47	325.00	S62°11'48"E	46.43	23.27	8°11'32"
C50	55.78	325.00	S53°11'01"E	55.71	27.96	9°50'03"
C51	55.78	325.00	S43°20'57"E	55.71	27.96	9°50'03"
C52	58.00	325.00	S33°19'11"E	57.92	29.08	10°13'30"
C53	45.21	325.00	N10°42'28"W	45.17	22.64	7°58'13"
C54	32.80	325.00	N63°41'47"W	32.78	16.41	5°46'54"
C55	55.78	325.00	N55°53'19"W	55.71	27.96	9°50'03"
C56	65.11	325.00	N45°13'56"W	65.00	32.66	11°28'42"
C57	55.78	325.00	N34°34'33"W	55.71	27.96	9°50'03"
C58	32.26	325.00	N26°48'53"W	32.25	16.15	5°41'17"
C59	9.40	25.00	N34°44'36"W	9.35	4.76	21°32'42"
C60	11.63	25.00	N58°50'17"W	11.52	5.92	26°38'41"
C61	57.14	50.00	N39°25'25"W	54.08	32.15	65°28'27"
C62	38.05	50.00	N15°06'54"E	37.14	20.00	43°36'10"
C63	67.46	50.00	N75°34'03"E	62.46	39.99	77°18'09"
C64	8.74	25.00	S75°47'29"E	8.69	4.41	20°01'14"
C65	12.29	25.00	N80°06'49"E	12.17	6.27	28°10'09"
C66	43.39	325.00	N69°51'15"E	43.36	21.73	7°39'01"
C67	55.78	325.00	N78°35'48"E	55.71	27.96	9°50'03"
C68	65.11	325.00	N89°15'10"E	65.00	32.66	11°28'42"
C69	23.32	325.00	S82°57'09"E	23.31	11.66	4°06'40"
C70	14.52	275.00	N82°24'35"W	14.52	7.26	3°01'32"
C71	144.22	275.00	S81°03'12"W	142.57	73.81	30°02'54"
C72	107.47	275.00	S35°10'00"E	106.79	54.43	22°23'29"
C73	97.07	275.00	S56°28'29"E	96.57	49.05	20°13'30"
C74	8.20	475.00	N22°55'04"E	8.20	4.10	0°59'23"
C75	94.67	475.00	N16°42'47"E	94.52	47.49	11°25'11"
C76	15.75	475.00	N10°03'12"E	15.75	7.88	1°54'01"

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C77	35.21	750.00	S82°14'31"E	35.21	17.61	2°41'25"
C78	69.47	750.00	S86°14'26"E	69.44	34.76	5°18'25"
C79	57.88	750.00	N88°53'42"E	57.87	28.96	4°25'19"
C80	57.88	750.00	N84°28'22"E	57.87	28.96	4°25'19"
C81	90.38	750.00	N78°48'34"E	90.33	45.25	6°54'17"
C82	41.30	800.00	S74°58'49"W	41.29	20.65	2°57'27"
C83	58.19	800.00	S78°32'35"W	58.18	29.11	4°10'04"
C84	58.19	800.00	S82°42'39"W	58.18	29.11	4°10'04"
C85	48.49	800.00	S86°31'53"W	48.48	24.25	3°28'23"
C86	24.95	800.00	S89°09'41"W	24.95	12.48	1°47'13"
C87	115.54	800.00	N85°48'28"W	115.44	57.87	8°16'30"
C88	26.94	325.00	N75°52'33"E	26.93	13.48	4°44'55"
C89	46.47	325.00	N82°20'46"E	46.43	23.27	8°11'32"
C90	65.11	325.00	S87°49'07"E	65.00	32.66	11°28'42"
C91	115.54	325.00	S71°53'42"E	114.93	58.39	20°22'08"
C92	29.70	275.00	N55°06'33"W	29.68	14.86	6°11'16"
C93	79.76	275.00	N66°30'43"W	79.48	40.16	16°37'04"
C94	95.86	275.00	N84°48'25"W	95.38	48.42	19°58'20"
C95	56.18	275.00	S79°21'15"W	56.08	28.19	11°42'20"
C96	5.78	60.00	N16°09'38"W	5.78	2.89	5°31'26"
C97	68.10	60.00	N19°07'01"E	64.50	38.25	65°01'52"
C98	47.57	60.00	N74°20'49"E	46.34	25.12	45°25'43"
C99	43.29	60.00	S62°16'18"E	42.35	22.63	41°20'05"
C100	35.82	60.00	S24°29'59"E	35.29	18.46	34°12'33"
C101	46.85	60.00	S14°58'20"W	45.67	24.69	44°44'04"
C102	54.11	60.00	S63°10'36"W	52.30	29.05	51°40'27"
C103	19.83	50.00	S88°50'27"E	19.70	10.05	22°43'42"
C104	53.81	50.00	S55°20'46"W	51.25	29.84	61°39'25"
C105	25.17	275.00	N66°47'03"E	25.16	12.59	5°14'37"
C106	125.64	275.00	N51°04'25"E	124.55	63.94	26°10'40"
C107	42.12	325.00	N10°58'47"W	42.09	21.09	7°25'34"
C108	19.84	525.00	S10°11'09"W	19.84	9.92	2°09'55"
C109	47.74	525.00	S13°52'25"W	47.73	23.89	5°12'38"
C110	57.25	525.00	S19°36'10"W	57.22	28.65	6°14'53"
C111	6.29	525.00	S23°04'11"W	6.29	3.14	0°41'09"
C115	19.65	25.00	S57°33'52"W	19.15	10.36	45°02'15"
C116	3.90	25.00	S84°32'55"W	3.89	1.95	8°55'50"

Carlson, Brigance & Doering, Inc.
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SANTA RITA RANCH PHASE 2A, SECTION 5
FINAL PLAT

METES AND BOUNDS

BEING ALL OF THAT CERTAIN 26.773 ACRE TRACT OF LAND SITUATED IN THE B. MANLOVE SURVEY, ABSTRACT NUMBER 417, WILLIAMSON COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED AS BEING A PORTION OF A CALLED 507.772 ACRE TRACT OF LAND CONVEYED TO SRFV DEVELOPMENT, LLC IN DOCUMENT NUMBER 2020153944, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 26.773 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, AT A 1/2 INCH IRON ROD FOUND AT THE SOUTH TERMINUS OF TOWER ROAD (120' R.O.W.), BEING AT A SOUTHEAST CORNER OF SANTA RITA RANCH, PHASE 2A, SECTION 4, A SUBDIVISION RECORDED IN DOCUMENT NUMBER 2022046570, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FOR A NORTHERN CORNER AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT,

THENCE, OVER AND ACROSS SAID 507.772 ACRE TRACT OF LAND, THE FOLLOWING TWENTY-SEVEN (27) COURSES AND DISTANCES, NUMBERED 1 THROUGH 27,

1) S15°18'03"E, A DISTANCE OF 33.69 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
2) N73°30'05"E, A DISTANCE OF 124.27 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
3) N84°09'47"E, A DISTANCE OF 65.90 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
4) S87°49'07"E, A DISTANCE OF 92.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
5) N50°46'00"E, A DISTANCE OF 134.66 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
6) N83°46'30"E, A DISTANCE OF 168.04 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
7) S51°49'15"E, A DISTANCE OF 122.31 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
8) S06°49'15"E, A DISTANCE OF 182.19 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
9) S36°26'42"W, A DISTANCE OF 171.85 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER, BEING AT THE BEGINNING OF A CURVE TO THE RIGHT,
10) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 50.00 FEET, AN ARC LENGTH OF 89.01 FEET, AND A CHORD THAT BEARS S26°28'46"E, A DISTANCE OF 77.71 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
11) S25°06'25"E, A DISTANCE OF 130.50 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
12) S37°59'05"W, A DISTANCE OF 240.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
13) N52°00'55"W, A DISTANCE OF 140.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
14) S37°59'05"W, A DISTANCE OF 114.12 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER, BEING AT THE BEGINNING OF A CURVE TO THE LEFT,
15) ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 21.99 FEET, AND A CHORD THAT BEARS S04°00'28"E, A DISTANCE OF 20.07 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
16) S43°59'59"W, A DISTANCE OF 50.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER, BEING AT THE BEGINNING OF A CURVE TO THE LEFT,
17) ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 21.82 FEET, AND A CHORD THAT BEARS N87°34'03"W, A DISTANCE OF 19.95 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER, BEING AT THE BEGINNING OF A CURVE TO THE RIGHT,
18) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 325.00 FEET, AN ARC LENGTH OF 105.79 FEET, AND A CHORD THAT BEARS S60°04'52"W, A DISTANCE OF 105.32 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
19) S19°25'49"E, A DISTANCE OF 89.07 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
20) S82°44'00"W, A DISTANCE OF 147.87 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER, BEING AT THE BEGINNING OF A CURVE TO THE RIGHT,
21) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 325.00 FEET, AN ARC LENGTH OF 3.09 FEET, AND A CHORD THAT BEARS S06°59'41"E, A DISTANCE OF 3.09 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
22) S83°16'38"W, A DISTANCE OF 201.15 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
23) N22°27'22"W, A DISTANCE OF 71.18 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
24) N48°17'46"W, A DISTANCE OF 52.58 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
25) N57°02'51"W, A DISTANCE OF 70.95 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
26) N66°35'14"W, A DISTANCE OF 374.34 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER, AND
27) S62°24'54"W, A DISTANCE OF 55.33 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" AT AN EASTERN CORNER OF LOT 1, BLOCK G, SANTA RITA RANCH, PHASE 2A, SECTION 1, A SUBDIVISION RECORDED IN DOCUMENT NUMBER 202114451, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FOR A SOUTHERN CORNER OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, CONTINUING OVER AND ACROSS SAID 507.772 ACRE TRACT OF LAND, AND WITH THE EASTERN LINE OF SAID LOT 1, THE FOLLOWING FOUR (4) COURSES AND DISTANCES, NUMBERED 1 THROUGH 4,

1) N66°35'14"W, A DISTANCE OF 208.22 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" FOR CORNER,
2) N23°58'15"W, A DISTANCE OF 318.79 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" FOR CORNER,
3) N55°18'50"W, A DISTANCE OF 149.77 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" FOR CORNER, AND
4) N19°48'02"W, A DISTANCE OF 171.00 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" AT THE NORTHEAST CORNER OF SAID LOT 1, BEING IN THE SOUTH LINE OF SAID TOWER ROAD, SAME BEING AT THE BEGINNING OF A CURVE TO THE RIGHT, FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, CONTINUING OVER AND ACROSS SAID 507.772 ACRE TRACT, AND WITH THE SOUTH LINE OF SAID TOWER ROAD, THE FOLLOWING EIGHT (8) COURSE AND DISTANCES, NUMBERED 1 THROUGH 8,

1) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 940.00 FEET, AN ARC LENGTH OF 527.48 FEET, AND A CHORD THAT BEARS N86°16'30"E, A DISTANCE OF 520.58 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER,
2) S77°38'57"E, A DISTANCE OF 123.81 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER, BEING AT THE BEGINNING OF A CURVE TO THE LEFT,
3) ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1060.00 FEET, AN ARC LENGTH OF 422.24 FEET, AND A CHORD THAT BEARS S89°03'39"E, A DISTANCE OF 419.45 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER, BEING AT THE BEGINNING OF A CURVE TO THE RIGHT,
4) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 21.98 FEET, AND A CHORD THAT BEARS S58°29'07"E, A DISTANCE OF 20.07 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER,
5) S16°29'55"E, A DISTANCE OF 5.44 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER,
6) N73°30'05"E, A DISTANCE OF 50.00 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER, BEING AT THE BEGINNING OF A CURVE TO THE RIGHT,
7) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 24.02 FEET, AND A CHORD THAT BEARS N29°22'38"E, A DISTANCE OF 21.53 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER, AND
8) N74°58'34"E, A DISTANCE OF 10.25 FEET TO THE POINT OF BEGINNING AND CONTAINING 26.773 ACRES OF LAND.

GENERAL:

1. BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83.
2. THIS SUBDIVISION LIES WITHIN THE CITY OF LIBERTY HILL EXTRA-TERRITORIAL JURISDICTION.
3. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS, AND REGULATIONS RELATING TO PLATTING AND DEVELOPMENT OF THIS PROPERTY. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE ROADS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.
4. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LEINS

DRAINAGE AND FLOODPLAIN:

1. EXCEPT IN CERTAIN ISOLATED AREAS REQUIRED TO MEET ACCESSIBILITY REQUIREMENTS, THE MINIMUM LOWEST FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.
2. A DE FACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION, EXCEPT LOTS 8-15, BLOCK F AND LOTS 14-21, BLOCK G. THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS AREA.
3. THE MINIMUM FINISHED FLOOR ELEVATIONS SHOWN ON THIS PLAT WERE DETERMINED BY ADDING ONE (1) FOOT TO THE BASE FLOOD ELEVATION (BFE) AS DETERMINED BY A STUDY PREPARED BY CARLSON BRIGANCE, & DOERING, INC., DATED SEPTEMBER 24, 2021.
4. THIS SUBDIVISION IS SUBJECT TO STORM-WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS, SECTION B11.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.
5. MAINTENANCE RESPONSIBILITY FOR DRAINAGE WILL NOT BE ACCEPTED BY THE COUNTY OTHER THAN THAT ACCEPTED IN CONNECTION WITH DRAINING OR PROTECTING THE ROAD SYSTEM. MAINTENANCE RESPONSIBILITY FOR STORM WATER MANAGEMENT CONTROLS WILL REMAIN WITH THE OWNER.

WATER AND WASTEWATER:

1. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO AN APPROVED PUBLIC SEWER SYSTEM.
2. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL WATER SATISFACTORY FOR HUMAN CONSUMPTION IS AVAILABLE FROM A SOURCE IN ADEQUATE AND SUFFICIENT SUPPLY.
3. WATER SERVICE IS PROVIDED BY: WILLIAMSON COUNTY MUD 19C/GEORGETOWN UTILITY SYSTEMS.
4. WASTEWATER SERVICE IS PROVIDED BY: WILLIAMSON COUNTY MUD 19C/CITY OF LIBERTY HILL.
5. ELECTRIC SERVICE IS PROVIDED BY: PEC

ROADWAY AND RIGHT-OF-WAY:

1. IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNER(S) OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE ROADS, OR PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM.
2. SIDEWALKS SHALL BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION.
3. DRIVEWAY ACCESS TO LOTS WITHIN THIS SUBDIVISION FROM SIDE STREETS IS PROHIBITED.
4. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO LANDSCAPING, IRRIGATION, LIGHTING, CUSTOM SIGNS, ARE PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
5. NO CONSTRUCTION, PLANTING OR GRADING SHALL BE PERMITTED TO INTERFERE WITH SIGHT EASEMENTS BETWEEN THE HEIGHTS OF THREE AND EIGHT FEET AS MEASURED FROM THE CROWNS OF THE ADJACENT STREETS.
6. THE OWNER SHALL CREATE A MANDATORY HOMEOWNERS' ASSOCIATION THAT SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND LIABILITY OF ANY LANDSCAPING, IRRIGATION, SIDEWALKS, ILLUMINATION, SUBDIVISION IDENTIFICATION SIGNS, WATER QUALITY FEATURES, ETC. PLACED WITHIN THE WILLIAMSON COUNTY RIGHT-OF-WAY. THIS ASSOCIATION SHALL HAVE ASSESSMENT AUTHORITY TO ENSURE THE PROPER FUNDING FOR MAINTENANCE.
7. A PUBLIC UTILITY EASEMENT 10 FEET WIDE IS HEREBY DEDICATED ADJACENT TO ALL STREET RIGHT-OF-WAY.

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

SANTA RITA RANCH PHASE 2A, SECTION 5
FINAL PLAT

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF WILLIAMSON §

I, JAMES EDWARD HORNE, VICE PRESIDENT, SRFV DEVELOPMENT, LLC, OWNER THAT CERTAIN CALLED 507.772 ACRE TRACT OF LAND CONVEYED IN DOCUMENT NUMBER 2020153944, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SITUATED IN THE B. MANLOVE SURVEY, ABSTRACT NUMBER 417, WILLIAMSON COUNTY, TEXAS, AS SHOWN HEREON, ALL OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY SUBDIVIDE, SAID TRACTS AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS,

"FINAL PLAT OF SANTA RITA RANCH PHASE 2A, SECTION 5"

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 19 DAY OF April, 2022

SRFV DEVELOPMENT, LLC.
A TEXAS LIMITED LIABILITY COMPANY

BY: _____
JAMES EDWARD HORNE, VICE PRESIDENT
1700 CROSS CREEK LANE, STE. 100
LIBERTY HILL, TX 78642

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

BEFORE ME THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JAMES EDWARD HORNE, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT OF WRITING, AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE 19th DAY OF April, 2022 A.D.

_____
NOTARY PUBLIC IN AND FOR WILLIAMSON COUNTY, TEXAS

SUSAN O MARTIN
Notary Public, State of Texas
My Commission Expires
November 07, 2023
NOTARY ID 1042593-4

CONSENT OF MORTGAGEE

THE UNDERSIGNED, BEING THE HOLDER OF TWO DEEDS OF TRUST LIENS SECURED BY THE PROPERTY, THE FIRST DATED OCTOBER 31, 2013 RECORDED AS DOCUMENT NO. 2013103003 IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SECURING A NOTE OF EVEN DATE THEREWITH, AND THE SECOND DATED JANUARY 31, 2018 RECORDED AS DOCUMENT NO. 2018009177, SECURING A NOTE OF EVEN DATE THEREWITH, EXECUTES THIS DECLARATION SOLELY FOR THE PURPOSES OF EVIDENCING ITS CONSENT TO THE TERMS AND PROVISIONS HEREOF.

INTERNATIONAL BANK OF COMMERCE,
A TEXAS BANKING ASSOCIATION

BY: _____

PRINTED NAME: JASON RANGEL

TITLE: FIRST VICE PRESIDENT

STATE OF TEXAS
COUNTY OF Travis

BEFORE ME ON THIS DAY PERSONALLY APPEARED Jason Rangel, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 18th DAY OF April, 2022, A.D.

BY: _____
NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME: Lindsay D. Webster

MY COMMISSION EXPIRES: 01/11/2026

LINDSAY D. WEBSTER
Notary Public, State of Texas
Commission Expires 01-11-2026
Notary ID 133529029

STATE OF TEXAS:

COUNTY OF TRAVIS:

A PORTION OF THIS TRACT IS WITHIN THE 100 YEAR FLOOD PLAIN AS SHOWN ON FLOOD INSURANCE RATE COMMUNITY PANEL #48491C0275E, EFFECTIVE SEPTEMBER 26, 2008 FOR WILLIAMSON COUNTY, TEXAS.

I, STEVEN P. CATES, P.E., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS SUBDIVISION PLAT COMPLIES WITH THE REQUIREMENTS OF WILLIAMSON COUNTY.

ENGINEERING BY: _____ 4/18/2022
STEVEN P. CATES, P.E. NO. 93648 DATE
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE,
AUSTIN, TEXAS 78749

STATE OF TEXAS
REGISTERED
STEVEN P. CATES
93648
LICENSED
PROFESSIONAL ENGINEER

CARLSON, BRIGANCE, & DOERING, INC.
ID # F3791

THIS FLOOD STATEMENT, AS DETERMINED BY A H.U.D.-F.I.A. FLOOD INSURANCE RATE MAP, DOES NOT IMPLY THAT THE PROPERTY OR THE IMPROVEMENTS THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR, AND FLOOD HEIGHTS MAY INCREASE BY MAN-MADE OR NATURAL CAUSES.

THIS STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF ENGINEER OR SURVEYOR.

STATE OF TEXAS:

COUNTY OF TRAVIS:

I, AARON V. THOMASON, R.P.L.S., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF SURVEYING, AND HEREBY CERTIFY THAT THIS SUBDIVISION PLAT COMPLIES WITH THE WILLIAMSON COUNTY SUBDIVISION ORDINANCE. ALL EASEMENTS OF RECORD ARE SHOWN OR NOTED ON THE PLAT.

SURVEYED BY: _____ 18 APR 2022
AARON V. THOMASON, R.P.L.S. NO. 6214 DATE
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE,
AUSTIN, TEXAS 78749
aaron@cbdeng.com

STATE OF TEXAS
REGISTERED
AARON V. THOMASON
6214
PROFESSIONAL
LAND SURVEYOR

CITY OF LIBERTY HILL APPROVAL

THE CITY OF LIBERTY HILL, TEXAS ACKNOWLEDGES RECEIPT OF THIS PLAT FOR REVIEW AND/OR APPROVAL IN CONJUNCTION WIH PLANNING PURPOSES AND PAYMENT OF APPLICABLE FEES FOR THE PROVISION OF WATER AND/OR WASTEWATER SERVICES.

_____ 4-21-22
JERRY MILLARD, JR., INTERIM DIRECTOR OF PLANNING DATE
CITY OF LIBERTY HILL, TEXAS

ROAD NAME & 911 ADDRESSING APPROVAL

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 19 DAY OF April, 2022 A.D.

_____
WILLIAMSON COUNTY ADDRESSING COORDINATOR
WILLIAMSON COUNTY, TEXAS

PRINTED NAME: Cindy Bridges

STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS;

I, BILL GRAVELL JR., COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, FOR A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND THAT THIS PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

_____ _____
BILL GRAVELL JR., COUNTY JUDGE DATE
WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF WILLIAMSON §

I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 20__ A.D., AT _____ O'CLOCK, _____.M., AND DULY RECORDED THIS THE_____ DAY OF _____, 20___ A.D., AT _____ O'CLOCK, _____.M. IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN INSTRUMENT NO. _____.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST SHOWN ABOVE WRITTEN.

NANCY RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY: _____, DEPUTY

PRINTED NAME:_____

SHEET NO. 5 OF 5

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

J:\AC3D\5339\Survey\5339 - PLAT - SANTA RITA RANCH PHASE 2A SEC 5

Commissioners Court - Regular Session **20.**

Meeting Date: 05/10/2022

Final plat for the Eastwood Section 10 subdivision – Pct 4

Submitted For: Terron Evertson **Submitted By:** Adam Boatright, Infrastructure

Department: Infrastructure **Division:** Road & Bridge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the final plat for the Eastwood Section 10 subdivision – Precinct 4.

Background

This is the next section of the Eastwood development. This subdivision consists of 150 single family lots, 1 green space/drainage/utility lot, 1 green space lot and 4,292 feet of new public roads. Roadway and drainage construction is not yet complete, but a financial security in the amount of $779,840.20 has been posted with the County to cover the cost of the remaining construction.

Timeline

2022-02-02 – initial submittal of the final plat
2022-03-04 – 1st review complete with comments
2022-04-26 – 2nd submittal of final plat
2022-04-26 – 2nd review complete with comments clear except completing construction
2022-05-02 – receipt of a financial security for the remaining construction
2022-05-05 – final plat placed on the May 10, 2022 Commissioners Court agenda for consideration

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Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

final plat - Eastwood Sec 10

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	05/05/2022 11:02 AM
Form Started By: Adam Boatright		Started On: 05/05/2022 10:58 AM
Final Approval Date: 05/05/2022		

EASTWOOD
SECTION 10

(244.98 AC)
CR315, LP (92%)
DOC. 2021197904

(244.98 AC)
CIELO GARDENS LP (8%)
DOC. 2021197904

25' WIDE W.W.E.
SONTERRA M.U.D.
DOC. 2021169503

N68°41'51"E 1148.28'

N68°41'51"E 713.17'

1 – GREEN SPACE, DRAINAGE, & UTILITY LOT
1.408 AC

S68°45'19"W 363.17'

SEE DETAIL B

SEE DETAIL A

(REM 26.98 AC)
LORETTA R. RUNNELS
DOC. 2013001260 –
PARTITION DEED

ALCATRAZ LOOP

ESCAPE WAY

FIREFOX WAY

(10.00 AC)
SCOTTY TEMPLETON
DOC. 2010078040

(26.362 AC)
JARRELL CR 315
TWIN TRACTS LLC
DOC. 2021072283

EASTWOOD SEC. 9
DOC. 2021175945
BLOCK AA

49
GREEN SPACE, DRAINAGE, & UTILITY LOT
2.139 AC

4–GREEN SPACE LOT
0.317 AC

4
GREEN SPACE, DRAINAGE, & UTILITY LOT
0.859 AC

BRAZOS RIVER TRANSMISSION ELECTRIC COOPERATIVE EASE.
VOL. 350, PG. 324
REVISED DOC. 2021192201
60' WIDE

15' ELEC ESMT
DOC. 2021053130

15' J.S.W.S.C.E.
DOC. 2021176622

35' S.M.U.E.

40' SONTERRA MUD UTILITY EASEMENT
DOC. 2021175945

S68°38'28"W 363.63'

N68°45'54"E 377.98'

S68°45'54"W 877.99'

N68°45'54"E 170.00'

N68°45'54"E 272.02'

P.O.B.

1847

B.M.
ELEV.: 804.35

ROW DEDICATION
0.101 AC.

CR 315

13–GREEN SPACE, DRAINAGE, & UTILITY LOT 0.215 AC

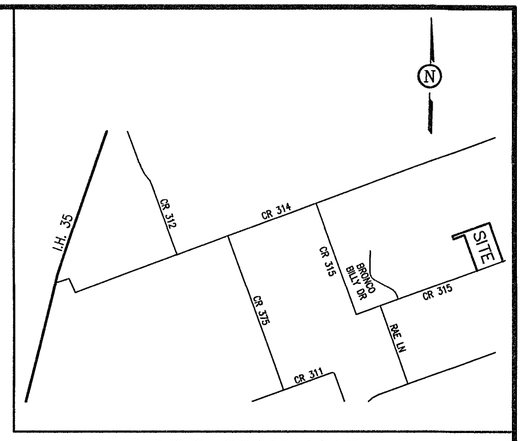
(16.70 ACRES)
DONALD R. NEMEC
VOL 672, PG 464

(11.90 ACRES)
MONICA SHEREK &
BILLY J. SHEREK
VOL 2181, PG 209

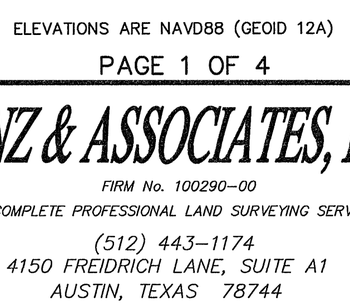
(4.00 ACRES)
MONICA SHEREK &
BILLY J. SHEREK
VOL 2181, PG 209

OWNERSHIP NOT DETERMINED

SUBMITTAL DATE: JANUARY 28, 2022



LOCATION MAP
NOT TO SCALE



SCALE: 1"=100'

LEGAL DESCRIPTION:
27.006 ACRES OUT OF THE A.A. LEWIS SURVEY, ABSTRACT NO. 384, WILLIAMSON COUNTY, TEXAS

OWNER:
CR 315 LP
3939 BEE CAVE ROAD, SUITE C–100
AUSTIN, TEXAS 78746

OWNER:
CENTURY LAND HOLDINGS II, LLC
A COLORADO LIMITED PARTNERSHIP
6500 RIVER PLACE BOULEVARD
BUILDING 2, SUITE 200
AUSTIN, TEXAS 78730

ENGINEER:
SCOTT J. FOSTER, P.E.
360 PROFESSIONAL SERVICES, INC.
TEXAS REGISTRATION F4932
P.O. BOX 3639
CEDAR PARK, TEXAS 78630
512–354–4682

SURVEYOR:
TIMOTHY A. LENZ, R.P.L.S.
LENZ & ASSOCIATES, INC.
FIRM NO. 100290–00
4150 FREIDRICH LANE, SUITE A1
AUSTIN, TEXAS 78744
512–443–1174

BEARING BASIS: THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83) CENTRAL ZONE. DISTANCES ARE SURFACE. SURFACE TO GRID COMBINED SCALE FACTOR 0.99988.

ELEVATIONS ARE NAVD88 (GEOID 12A)

LENZ & ASSOCIATES, INC.
FIRM No. 100290–00
COMPLETE PROFESSIONAL LAND SURVEYING SERVICES
(512) 443–1174
4150 FREIDRICH LANE, SUITE A1
AUSTIN, TEXAS 78744

SURVEY #: 2021–0748 F.B.

EASTWOOD
SECTION 10

LEGEND

- CONCRETE MONUMENT FOUND
- 1/2"STEEL PIN FOUND (UNLESS NOTED)
- 1817 ● 1/2"STEEL PIN FOUND W/ CAP MARKED 'RPLS 1817'
- F ● 1/2"STEEL PIN FOUND W/ CAP MARKED 'FOREST'
- ○ 1/2"STEEL PIN SET W/CAP MARKED 'LENZ & ASSOC.'
- ⊙ PIPE FOUND
- ▲ 60d NAIL FOUND AT FENCE CORNER
- △ COMPUTED POINT
- MAILBOX CLUSTER
- F SPINDLE FOUND
- S SPINDLE SET
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- F/C○ METAL FENCE CORNER POST
- P.U.E. PUBLIC UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- W.W.E. WASTEWATER EASEMENT
- W.L.E. WATERLINE EASEMENT
- S.D.E. SIGHT DISTANCE EASEMENT
- B.L. BUILDING LINE
- (BRG.~DIST.) RECORD CALL
- (J) BLOCK LABEL
- R.O.W. RIGHT-OF-WAY
- S.D.E. SIGHT DISTANCE EASEMENT
- W.C.A.D. WILLIAMSON COUNTY APPRAISAL DISTRICT
- L.S. LANDSCAPE LOT
- B.E.C.A.E. BARTLETT ELECTRIC COOPERATIVE ACCESS EASEMENT
- J.S.W.S.C.E. JARRELL-SCHWERTNER WATER SUPPY CORPORATION EASEMENT
- S.M.U.E. SONTERRA MUD UTILITY EASEMENT

SITE BENCHMARK – SQUARE ON
WEST END HEADWALL

ELEVATIONS (NAVD88, GEOID 12A)

BUILDING SETBACKS:

FRONT STREET	25'
SIDE STREET	15'
REAR	10'
SIDE	5'

LOT SUMMARY:

DEVELOPED LOTS:	150
GREEN SPACE, DRAINAGE, & UTILITY LOTS:	4
GREEN SPACE LOTS:	1

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N68°40'35"E	93.40'
L2	N21°16'26"W	99.08'
L3	S21°16'17"E	49.98'
L4	S18°24'32"E	100.12'
L5	N68°43'43"E	35.00'
L6	N68°43'43"E	33.04'
L7	S21°16'17"E	8.08'
L8	N68°43'43"E	23.04'
L9	N68°43'43"E	10.00'
L10	S21°16'17"E	115.34'
L11	N68°40'35"E	83.39'
L12	S56°49'52"E	113.52'
L13	S56°49'52"E	112.71'
L14	N68°41'51"E	58.91'
L15	S21°18'09"E	65.82'
L16	S21°16'17"E	99.85'
L17	S21°16'17"E	35.00'
L18	S21°16'17"E	35.00'
L19	S21°16'17"E	35.00'
L20	S21°16'17"E	35.00'
L21	S21°16'17"E	35.00'
L22	S21°16'17"E	35.00'
L23	S21°16'17"E	35.00'
L24	S21°16'17"E	35.00'
L25	N68°43'43"E	125.00'
L26	S24°08'01"E	100.13'
L27	S21°16'17"E	50.02'
L28	N68°45'54"E	110.00'
L29	N68°45'54"E	110.00'
L30	N68°45'54"E	110.02'
L31	N68°43'43"E	110.00'
L32	S21°16'17"E	38.98'
L33	S21°16'17"E	50.08'
L34	S24°17'09"E	95.07'
L35	S18°24'32"E	100.12'
L36	S21°16'17"E	49.98'
L37	S21°16'17"E	18.75'
L38	S21°16'17"E	31.33'
L39	S24°17'09"E	36.32'
L40	S21°16'17"E	31.13'
L41	S21°16'17"E	18.86'
L42	S21°17'44"E	5.00'
L43	S21°16'17"E	5.00'
L44	S68°43'43"W	109.93'
L45	S68°43'43"W	110.07'

CURVE TABLE					
CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	90°02'11"	25.00'	39.29'	N23°44'49"E	35.37'
C2	90°00'00"	15.00'	23.56'	S66°16'17"E	21.21'
C3	51°23'12"	16.50'	14.80'	N43°02'07"E	14.31'
C4	192°46'25"	50.00'	168.23'	S66°16'17"E	99.38'
C5	51°23'12"	16.50'	14.80'	N04°25'19"E	14.31'
C6	51°23'12"	16.50'	14.80'	S46°57'53"E	14.31'
C7	192°46'25"	50.00'	168.23'	N23°43'43"E	99.38'
C8	51°23'12"	16.50'	14.80'	S85°34'41"E	14.31'
C9	24°57'19"	16.50'	7.19'	N56°15'04"E	7.13'
C10	26°25'53"	16.50'	7.61'	N30°33'28"E	7.54'
C11	62°55'25"	50.00'	54.91'	N48°48'14"E	52.19'
C12	32°26'57"	50.00'	28.32'	S83°30'35"E	27.94'
C13	31°00'41"	50.00'	27.06'	S51°46'47"E	26.73'
C14	38°38'07"	50.00'	33.72'	S16°57'23"E	33.08'
C15	27°45'15"	50.00'	24.22'	N16°14'18"E	23.98'
C16	6°58'46"	16.50'	2.01'	S24°45'40"E	2.01'
C17	44°24'27"	16.50'	12.79'	S50°27'16"E	12.47'
C18	39°54'02"	50.00'	34.82'	S52°42'28"E	34.12'
C19	34°54'55"	50.00'	30.47'	S15°18'00"E	30.00'
C20	31°00'41"	50.00'	27.06'	N17°39'48"E	26.73'
C21	17°27'27"	50.00'	15.23'	N41°53'52"E	15.18'
C22	62°31'45"	50.00'	54.57'	N81°53'28"E	51.90'
C23	6°57'35"	50.00'	6.07'	S63°21'52"E	6.07'
C24	90°00'00"	15.00'	23.56'	S66°16'17"E	21.21'
C25	90°00'00"	15.00'	23.56'	N23°43'43"E	21.21'
C26	90°00'00"	15.00'	23.56'	S66°16'17"E	21.21'
C27	90°00'00"	15.00'	23.56'	N23°43'43"E	21.21'
C28	90°00'00"	15.00'	23.56'	S66°16'17"E	21.21'
C29	90°00'00"	15.00'	23.56'	N23°43'43"E	21.21'
C30	90°00'00"	15.00'	23.56'	S66°16'17"E	21.21'
C31	90°00'00"	15.00'	23.56'	N23°43'43"E	21.21'
C32	90°00'00"	15.00'	23.56'	N23°43'43"E	21.21'
C33	89°57'49"	25.00'	39.25'	S66°15'11"E	35.34'
C34	89°57'49"	25.00'	39.25'	S66°15'11"E	35.34'
C35	90°00'00"	15.00'	23.56'	N23°43'43"E	21.21'
C36	90°00'00"	15.00'	23.56'	S66°16'17"E	21.21'
C37	90°02'11"	25.00'	39.29'	N23°44'49"E	35.37'

FIELD NOTE DESCRIPTION
27.006 ACRES
A.A. LEWIS SURVEY, A–384
WILLIAMSON COUNTY, TEXAS

FIELD NOTE DESCRIPTION OF 27.006 ACRES OF LAND OUT OF THE A.A. LEWIS SURVEY, ABSTRACT NO. 384, WILLIAMSON COUNTY, TEXAS, BEING A REMAINER PORTION OF THAT CERTAIN 27.006 ACRE TRACT DESCRIBED IN A DEED TO CR 315 LP RECORDED IN DOCUMENT NUMBER 2019099079 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THE 33.110 ACRES (NET) DESCRIBED IN A DEED TO CENTURY LAND HOLDINGS II, LLC RECORDED IN DOCUMENT NUMBER 2021193503 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. THE SAID 22.648 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

NOTE: ALL STEEL PINS SET CITED HEREIN ARE ½ INCH DIAMETER WITH CAP MARKED LENZ & ASSOC. BEARINGS CITED HEREIN ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE.

BEGINNING AT A STEEL PIN SET ON THE NORTH LINE OF COUNTY ROAD 315, AT THE SOUTHEAST CORNER OF THE SAID 27.006 ACRE CR 315 LP TRACT, THE SAME BEING THE SOUTHWEST CORNER OF THAT CERTAIN CALLED 26.362 ACRE TRACT DESCRIBED IN A DEED TO JARRELL CR 315 TWIN TRACTS LLC RECORDED IN DOCUMENT NUMBER 2021072283 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS;

THENCE, S 68°45'54" W, 877.99 FEET, ALONG THE NORTH LINE OF COUNTY ROAD 315 TO A STEEL PIN SET ON THE NORTH LINE OF COUNTY ROAD 315, AT THE SOUTHEAST CORNER OF THAT CERTAIN CALLED 10.00 ACRE TRACT DESCRIBED IN A DEED TO SCOTTY TEMPLETON RECORDED IN DOCUMENT NUMBER 2010078040 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, THE SAME BEING THE SOUTHWEST CORNER OF THE SAID 27.006 ACRE CR 315 LP TRACT, FROM WHICH A ½ INCH DIAMETER STEEL PIN FOUND BEARS S 68°38'28" W, 363.63 FEET;

THENCE, N 21°17'44" W, 1198.44 FEET ALONG THE WEST LINE OF THE SAID 27.006 ACRE CR 315 LP TRACT, THE SAME BEING THE EAST LINE OF THE SAID SCOTTY TEMPLETON TRACT, TO A METAL FENCE CORNER POST AT AN INTERIOR CORNER OF THE SAID 27.006 ACRE CR 315 LP TRACT, THE SAME BEING THE NORTHEAST CORNER OF THE SAID SCOTTY TEMPLETON TRACT;

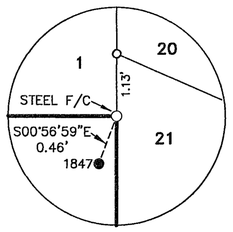
THENCE, S 68°45'19" W, 363.17 FEET, ALONG THE NORTH LINE OF THE SAID SCOTTY TEMPLETON TRACT, BEING A COMMON LINE WITH THE SAID 27.006 ACRE CR 315 LP TRACT, TO A STEEL PIN SET ON THE EAST LINE OF THAT CERTAIN 22.648 ACRE TRACT DESCRIBED IN A DEED TO CR 315 LP RECORDED IN DOCUMENT NUMBER 2019023016 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AT AN EXTERIOR CORNER OF THE SAID 27.006 ACRE CR 315 TRACT, THE SAME BEING THE NORTHWEST CORNER OF THE SAID SCOTTY TEMPLETON TRACT;

THENCE, N 21°16'26" W, 99.08 FEET ALONG THE COMMON LINE BETWEEN THE SAID 27.006 ACRE CR 315 LP TRACT AND THE SAID 22.648 ACRE CR 315 LP TRACT, TO A ½ INCH DIAMETER STEEL PIN FOUND ON THE SOUTH LINE OF THAT CERTAIN 244.98 ACRE TRACT DESCRIBED IN A DEED CONVEYING 92% INTEREST TO CR 315, LP AND CONVEYING 8% INTEREST TO CIELO GARDENS LP RECORDED IN DOCUMENT NUMBER 2021197904 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AT THE NORTHWEST CORNER OF THE SAID 27.006 ACRE CR 315 LP TRACT, THE SAME BEING THE NORTHEAST CORNER OF THE SAID 22.648 ACRE CR 315 LP TRACT;

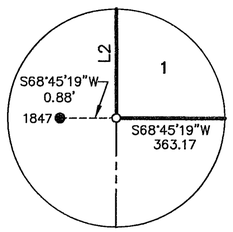
THENCE, N 68°41'51" E, 1148.28 FEET ALONG THE SOUTH LINE OF THE SAID 244.98 ACRE CR 315, LP AND CIELO GARDENS TRACT, THE SAME BEING THE NORTH LINE OF THE SAID 27.006 ACRE CR 315 LP TRACT, TO A STEEL PIN SET ON THE SOUTH LINE OF THE SAID 244.98 ACRE CR 315, LP AND CIELO GARDENS TRACT, THE SAME BEING THE NORTH LINE OF THE SAID 27.006 ACRE CR 315 LP TRACT;

THENCE, N 68°40'35" E, 93.40 FEET ALONG THE SOUTH LINE OF THE SAID 244.98 ACRE CR 315, LP AND CIELO GARDENS TRACT, THE SAME BEING THE NORTH LINE OF THE SAID 27.006 ACRE CR 315 LP TRACT, TO A ½ INCH DIAMETER STEEL PIN FOUND ON THE SOUTH LINE OF THE SAID 244.98 ACRE CR 315, LP AND CIELO GARDENS TRACT, AT THE NORTHEAST CORNER OF THE SAID 27.006 ACRE CR 315 TRACT, THE SAME BEING THE NORTHWEST CORNER OF THE SAID JARRELL CR 315 TWIN TRACTS LLC TRACT;

THENCE, S 21°16'17" E, 1298.96 FEET ALONG THE EAST LINE OF THE SAID 27.006 ACRE CR 315 LP TRACT, THE SAME BEING THE WEST LINE OF THE SAID JARRELL CR 315 TWIN TRACTS LLC TRACT TO THE PLACE OF BEGINNING, CONTAINING 27.006 ACRES OF LAND, MORE OR LESS.



DETAIL A (N.T.S.)



DETAIL B (N.T.S.)

STREET DATA						
STREET	LENGTH	R.O.W. WIDTH	PVMT. WIDTH	DESIGN SPEED	MAINTENANCE AUTHORITY	CLASSIFICATION
FIREFOX WAY	75.0	60'	37' LOG – LOG	35 MPH	PUBLIC	URBAN COLLECTOR
FIREFOX WAY	1058.5	50'	30' LOG – LOG	25 MPH	PUBLIC	URBAN LOCAL
ALCATRAZ LOOP	2025.0	50'	30' LOG – LOG	25 MPH	PUBLIC	URBAN LOCAL
ESCAPE WAY	75.0	60'	37' LOG – LOG	35 MPH	PUBLIC	URBAN COLLECTOR
ESCAPE WAY	1058.3	50'	30' LOG – LOG	25 MPH	PUBLIC	URBAN LOCAL
TOTAL	4291.8					

LENZ & ASSOCIATES, INC.
FIRM No. 100290–00
COMPLETE PROFESSIONAL LAND SURVEYING SERVICES
(512) 443–1174
4150 FREIDRICH LANE, SUITE A1
AUSTIN, TEXAS 78744
SURVEY #: 2021–0748 F.B.

EASTWOOD
SECTION 10

NOTES:

1) IN ORDER TO PROMOTE POSITIVE DRAINAGE AWAY FROM A STRUCTURE, FINISHED FLOOR ELEVATIONS SHOULD BE BUILT AT LEAST ONE FOOT ABOVE THE SURROUNDING GROUND AND THE GROUND SHOULD BE GRADED AWAY FROM THE STRUCTURE AT A SLOPE OF 1/2 INCH PER FOOT FOR A DISTANCE OF AT LEAST 10 FEET.

2) THE OWNER UNDERSTANDS THAT IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE CITY OR COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE ENVIRONMENT, INCLUDING, BUT NOT LIMITED TO THE ENDANGERED SPECIES ACT, STATE AQUIFER REGULATIONS, AND MUNICIPAL.

3) A 10' WIDE UTILITY EASEMENT IS HEREBY DEDICATED ADJACENT TO ALL STREET R.O.W. ON ALL LOTS.

4) ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR THEIR ASSIGNS.

5) THIS SUBDIVISION IS NOT LOCATED WITHIN THE CONTRIBUTING ZONE OF THE EDWARDS AQUIFER.

6) THIS SUBDIVISION IS LOCATED WITHIN THE JURISDICTION OF WILLIAMSON COUNTY.

7) BUILDING SETBACK LINES SHALL BE IN ACORDANCE WITH SETBACKS SHOWN HEREON, APPLICABLE OWNER RESTRICTIONS RECORDED IN COUNTY RECORDS OR THE WILLIAMSON COUNTY SUBDIVISION REGULATIONS.

8) CONSTRUCTION OF ANY IMPROVEMENTS ON ANY LOT IN THE SUBDIVISION IS SUBJECT TO THE COVENANTS AND RESTRICTIONS FOR SONTERRA WEST SUBDIVISION AS RECORDED IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

9) DRIVEWAY ACCESS TO LOTS WITHIN THIS SUBDIVISION FROM SIDE STREETS IS PROHIBITED.

10) NO STRUCTURE OR IMPROVEMENT ON ANY LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A WATER SUPPLY SYSTEM APPROVED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY.

11) NO STRUCTURE OR IMPROVEMENT ON ANY LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A WASTEWATER COLLECTION SYSTEM APPROVED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY.

12) THE OWNER OF THIS SUBDIVISION AND HIS HEIRS, SUCCESSORS AND ASSIGNS ASSUMES THE RESPONSIBILITY FOR PLANS FOR CONSTRUCTION OF ALL SUBDIVISION IMPROVEMENTS WHICH SHALL COMPLY WITH APPLICABLE CODES, RULES AND REGULATIONS AND REQUIREMENTS OF WILLIAMSON COUNTY, TEXAS AND THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY WHICH ARE IN EFFECT AND APPLICABLE AT THE TIME THE IMPROVEMENTS ARE DESIGNED AND CONSTRUCTED. THE OWNER UNDERSTANDS AND AGREES THAT PLAT VACATION AND REPLATTING MAY BE REQUIRED AT THE OWNERS SOLE EXPENSE IF PLANS TO CONSTRUCT THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.

13) WATER AND WASTEWATER SERVICE TO THIS SUBDIVISION WILL BE PROVIDED BY SONTERRA MUNICIPAL UTILITY DISTRICT.

14) WATER AND WASTEWATER SYSTEMS SERVING THIS SUBDIVISION SHALL BE DESIGNED AND INSTALLED IN ACCORDANCE WITH THE DESIGN AND CONSTRUCTION STANDARDS OF THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) OR WILLIAMSON COUNTY. PLANS AND SPECIFICATIONS SHALL BE SUBMITTED TO TCEQ AND OTHER AGENCIES AS APPROPRIATE AT THE TIME SUCH PLANS ARE PREPARED.

15) THERE ARE NO CEMETERY SITES, EXISTING OR PROPOSED SCHOOL SITES OR OTHER PUBLIC SITES PROPOSED WITHIN THIS SUBDIVISION.

16) NO LOT IN THIS SUBDIVISION IS ENCROACHED BY ANY SPECIAL FLOOD HAZARD AREAS INUNDATED BY THE 100 YEAR FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY 48491C0150F EFFECTIVE DECEMBER 20, 2019 FOR WILLIAMSON COUNTY, TEXAS.

17) A DE FACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS AREA.

18) ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.

19) AN EASEMENT 3 FEET IN WIDTH IS HEREBY DEDICATED ALONG EACH INTERIOR SIDE LOT LINE AND EACH REAR LOT LINE FOR PUBLIC UTILITIES.

20) ALL SIDEWALKS ARE TO BE MAINTAINED BY THE ADJACENT PROPERTY OWNER.

21) RESIDENTIAL DRIVEWAYS ARE TO BE LOCATED NO CLOSER TO THE CORNER OF INTERSECTING RIGHTS OF WAY THAN 60 PERCENT OF THE PARCEL FRONTAGE OR 50 FEET, WHICHEVER IS LESS.

22) IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, IRRIGATION LIGHTING, CUSTOM SIGNS, IS PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.

23) THE MINIMUM FINISHED FLOOR ELEVATIONS SHOWN ON THIS PLAT WERE DETERMINED BY ADDING ONE (1) FOOT MINIMUM TO THE BASE FLOOD ELEVATION (BFE) AS DETERMINED BY A STUDY PREPARED BY 360 PROFESSIONAL SERVICES INC. APPROVED MARCH 2020 AND REVISED DECEMBER 2020, MAY 2021 AND JULY 2021.

24) THIS SUBDIVISION IS SUBJECT TO STORM-WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS, SECTION B11.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.

25) EXCEPT IN CERTAIN ISOLATED AREAS REQUIRED TO MEET ACCESSIBILITY REQUIREMENTS, THE MINIMUM LOWEST FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.

26) NO LOT WITH LESS THAN 50 FEET OF STREET FRONTAGE SHALL BE FURTHER SUBDIVIDED.

27) USE OF PUBLIC UTILITY EASEMENTS BY FRANCHISE UTILITIES SHALL BE APPROVED BY THE SONTERRA MUNICIPAL UTILITY DISTRICT, COOL WATER MUNICIPAL UTILITY DISTRICT OR BY THE HOMEOWNERS ASSOCIATION.

LENZ & ASSOCIATES, INC.
FIRM No. 100290-00
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AUSTIN, TEXAS 78744
SURVEY #: 2021-0748 F.B.

EASTWOOD
SECTION 10

STATE OF TEXAS }
COUNTY OF WILLIAMSON }

KNOWN ALL PERSONS BY THESE PRESENTS:

THAT CENTURY LAND HOLDINGS II, LLC, OWNER OF THAT CRTAIN 33.110 ACRES (NET) DESCRIBED IN A DEED RECORDED IN DOCUMENT NUMBER 2021193503 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THOSE CERTAIN TRACTS OF LAND, AND DO HEREBY SUBDIVIDE THE PORTION OF THE SAID TRACTS AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS "EASTWOOD SECTION 10"

TO CERTIFY WHICH, WITNESS BY MY HAND THIS THE 7th DAY OF April, 2022.

CENTURY LAND HOLDINGS II, LLC
A COLORADO LIMITED PARTNERSHIP
BY: BRIAN BEKKER, DIVISION PRESIDENT
6500 RIVER PLACE BOULEVARD, BUILDING 2, SUITE 200
AUSTIN, TEXAS 78730

STATE OF TEXAS }
COUNTY OF TRAVIS }

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 7th DAY OF APRIL, 2022, A.D. BY BRIAN BEKKER ACTING IN THE CAPACITY HEREIN STATED.

Kay L. Coen-Lubojasky
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES 10-31-2025

Kay L. Coen-Lubojasky
MY COMMISSION EXPIRES
October 31,2025
NOTARY ID: 200320

STATE OF TEXAS }
COUNTY OF WILLIAMSON }

KNOWN ALL PERSONS BY THESE PRESENTS:

THAT CR 315 LP, OWNER OF A REMAINDER PORTION OF THAT CERTAIN 27.006 ACRE TRACT DESCRIBED IN A DEED RECORDED IN DOCUMENT NUMBER 2019023016 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING THE 27.006 ACRE TRACT LESS THE PORTION DESCRIBED IN A DEED TO CENTURY LAND HOLDINGS II, LLC RECORDED IN DOCUMENT NUMBER 2021193503 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THOSE CERTAIN TRACTS OF LAND, AND DO HEREBY SUBDIVIDE THE PORTION OF THE SAID TRACTS AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS "EASTWOOD SECTION 10"

TO CERTIFY WHICH, WITNESS BY MY HAND THIS THE 15th DAY OF April, 2022.

CR 315 LP
BY: ANDY BILGER
3939 BEE CAVE ROAD, SUITE C-100
AUSTIN, TEXAS 78746

STATE OF TEXAS }
COUNTY OF TRAVIS }

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 15 DAY OF APRIL, 2022 A.D. BY ANDY BILGER ACTING IN THE CAPACITY HEREIN STATED.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES 01-22-2024

LOIS TAYLOR EMERSON
Notary Public, State of Texas
My Comm. Exp. 01-22-2024
ID No. 13232258-3

SURVEYOR'S CERTIFICATE

I, TIMOTHY A LENZ, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY HEREON MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION. ALL CORNER MONUMENTS WERE FOUND OR SET AS SHOWN HEREON.

4-6-2022
TIMOTHY A. LENZ DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4393
LENZ & ASSOCIATES, INC.
FIRM NO. 100290-00
4150 FREIDRICH LANE, SUITE A1
AUSTIN, TEXAS 78744

STATE OF TEXAS
REGISTERED
TIMOTHY A. LENZ
4393
PROFESSIONAL
LAND SURVEYOR

I, SCOTT J. FOSTER, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING AND HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE APPLICABLE ORDINANCE OF WILLIAMSON COUNTY, TEXAS AND THAT NO PORTION OF THIS SUBDIVISION IS CONTAINED WITHIN THE 100 YEAR FLOOD PLAIN AS IDENTIFIED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 48491C0150F DATED DECEMBER 20, 2019 FOR WILLIAMSON COUNTY, TEXAS.

4/8/22
SCOTT J. FOSTER, P.E. DATE
REGISTERED PROFESSIONAL ENGINEER NO. 84652
360 PROFESSIONAL SERVICES
P.O. BOX 3639
CEDAR PARK, TEXAS, 78630
FIRM NO. 4932

STATE OF TEXAS
SCOTT J. FOSTER
84652
LICENSED
PROFESSIONAL ENGINEER

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 12 DAY OF April, 2022 A.D.

WILLIAMSON COUNTY ADDRESS COORDINATOR
Cindy Bidgs

IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED, IS THE RESPOSIBILITY OF THE OWNER(S) OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM.

IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY

THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE ROADS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

STATE OF TEXAS }
COUNTY OF WILLIAMSON }

I, BILL GRAVELL Jr., COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, FOR A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND THAT THIS PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

BILL GRAVELL Jr. DATE
COUNTY JUDGE, WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS }
COUNTY OF WILLIAMSON }

KNOWN ALL MEN BY THESE PRESENTS:

I, NANCY RISTER, COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF _____, 20__, A.D. AT ____ O'CLOCK ____.M. AND DULY RECORDED THIS THE ____ DAY OF _____, 20__, A.D., AT _____ O'CLOCK ___.M., IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, IN DOCUMENT NUMBER _____.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST SHOWN ABOVE WRITTEN.

NANCY RISTER, COUNTY CLERK, WILLIAMSON COUNTY, TEXAS

BY _____ DEPUTY

LENZ & ASSOCIATES, INC.
FIRM No. 100290-00
COMPLETE PROFESSIONAL LAND SURVEYING SERVICES
(512) 443-1174
4150 FREIDRICH LANE, SUITE A1
AUSTIN, TEXAS 78744
SURVEY #: 2021-0748 F.B.

Commissioners Court - Regular Session **21.**

Meeting Date: 05/10/2022

2022 WCAD Presentation by Alvin Lankford

Submitted By: Ashlie Holladay, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Hear presentation from Alvin Lankford, Chief Appraiser, Williamson Central Appraisal District.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2022 WCAD Presentation

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	05/03/2022 10:34 AM
Form Started By: Ashlie Holladay		Started On: 05/03/2022 10:00 AM
Final Approval Date: 05/03/2022		

WILLIAMSON CENTRAL APPRAISAL DISTRICT

COMMISSIONER'S COURT VALUATION UPDATE

MAY 10, 2022

Alvin Lankford, RPA, CAE, AAS, CCA

WCAD Chief Appraiser

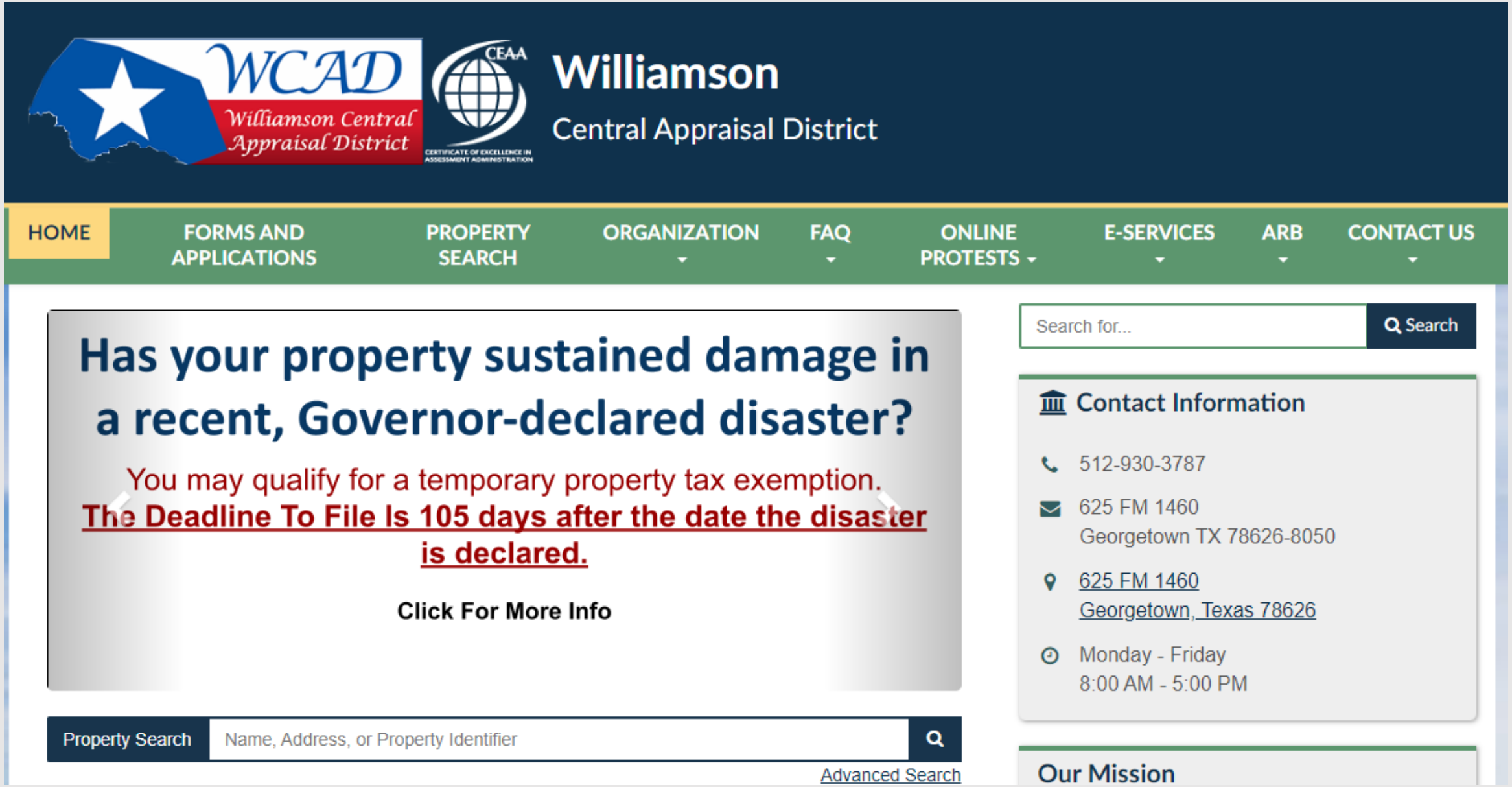
ALVINL@WCAD.ORG

WHAT'S NEW AT WCAD

Tornadoes damage multiple homes and businesses in Williamson County

762 ft
Briggs
BELL
WILLIAMSON
Florence
Jarrell
Holland
Bartlett
Davilla
Willis Creek
Berry Creek
North Fork San Gabriel River
N Highway-183
Opossum Creek
Granger
Granger Lake
Granger Lake
Russell Park
Liberty Hill
W SH 29
River Ranch County Park
Balcones Canyonlands National Wildlife Refuge
Balcones Natl Wildlife Ref
South Fork San Gabriel River
Garey Park
Georgetown
San Gabriel River
BALCONES ESCARPMENT
TRAVIS
BURNET
Leander
183A
35
Thorndale
Thrall
Taylor
Hutto
1306 ft
Brushy Creek
Cedar Park
Brushy Creek
Round Rock
Jonestown
1221 ft
WILLIAMSON
TRAVIS
Pace Bend Park
Lago Vista
Jollyville
Wells Branch
Pflugerville
JOLLYVILLE PLATEAU
MILAM

WCAD.org Disaster Exemption



Temporary Disaster Exemption

2022 appraised values will be used to determine exemption qualification. 2022 values will be available in our property search on 3/31/2022.

In an area declared a disaster area by the Governor, Tax Code Section 11.35 allows a qualified property that is at least 15 percent damaged by a disaster to receive a temporary exemption of a portion of the appraised value of the property. **A property owner must apply for the temporary exemption and the deadline for application is 105 days after the governor declares a disaster area**.

Information regarding disaster declarations can be found on the Governor's website at https://gov.texas.gov/.

The exemption applies *only* to qualified property. Qualified property includes:

- Tangible business personal property used for income production if the owner filed a rendition;
- An improvement to real property, which would include residential buildings (homes), commercial buildings (businesses), industrial buildings (manufacturing), multi-family buildings (apartments), and other real property buildings; and
- Certain manufactured homes used as a dwelling.

The Appraisal District determines if the property qualifies for the temporary exemption and assigns a damage assessment rating of Level I, II, III or IV based upon available information. The District may rely on information from a county emergency management authority, the Federal Emergency Management Agency (FEMA) or other appropriate sources like insurance adjusters or repair estimates when making this determination.

Level	Damage Assessment	Damage Description	Exemption Percentage
I	15% < 30%	Minimal, may continue to be used as intended	15%
II	30% < 60%	Nonstructural damage and waterline <18" above floor if flooded.	30%
III	60% < 100%	Significant structural damage and waterline 18"+ above floor if flooded	60%
IV	100%	Total loss; repair is not feasible	100%

Qualification for the exemption is determined by utilizing owner provided documentation in the form of estimates and/or receipts for damages that occurred during a disaster declared event. Damage amounts will be compared to the qualified property values from the year the disaster occurred to determine if any damage assessment percentages are met.

If an assessment percentage is met, the amount of the exemption is determined by multiplying the building (note: this is the value for the structure only, land is not qualified property and land value is not included in the calculations) or personal property value, as applicable, by the exemption percentage based on the damage assessment level and is then multiplied by a proration factor (the number of days remaining in the tax year after the date the governor declares the disaster is divided by 365).

The Appraisal District must send written notice of the approval, modification, or denial of the application to the applicant. The temporary disaster area exemption expires on Jan. 1 of the first tax year in which the property is reappraised.

Contact Information

512-930-3787

625 FM 1460
Georgetown TX 78626-8050

625 FM 1460
Georgetown, Texas 78626

Monday - Friday
8:00 AM - 5:00 PM

Our Mission

"We will provide quality service with the highest standards of professionalism, integrity, and respect. We will uphold these standards while providing an accurate, fair, and cost-effective appraisal roll in compliance with the laws of the State of Texas."

Request Electronic Communication

Residential Homestead Exemption

Support Center

Videos

News & Updates

Property Tax Benefits and Required Filings
2 Mar 2022

New Slate of Board of Director Members for 2022 – 2023
13 Jan 2022

2021 Annual Report
1 Jan 2022

See all News and Updates

Calculator

Application Requirements By Property Type*

- ○ **Real Property (ex. residential, commercial, land, etc.)**
- ○ **Business Personal Property (ex. equipment, inventory, etc.)**

Note: the temporary disaster exemption is applied the property impacted by the disaster. If multiple properties were impaced then multiple exemptions will be required. Ex. a business with physical damage to the property, as well as damaged personal property would need to file an exemption application for the real property and a seperate application for the personal property.

Improvement Market Value*

200000

Can be found on our Property Search site

Cost To Repair*

30000

Total cost to repair damage to improvements (will require supporting documentation in the form of receipts and/or estimates)

Percentage Of Improvement Value

15%

For Example, a $200,000 improvement would need the following amounts in damage to qualify for the exemption:

Cost To Repair	Exemption Level	Damage Assessment	Exemption Percentage
< $30,000	NA	Not Elligible	NA
$30,000 - 59,999	I	15% < 30%	15%
$60,000 - $119,999	II	30% < 60%	30%
$120,000 - $199,999	III	60% < 100%	60%
$200,000	IV	100%	100%

Proration

This exemption is prorated from the date of the disaster declaration through the end of the year.

Date Of Disaster Declaration* (mm/dd/yyyy)

03/25/2022

End Of The Year* (mm/dd/yyyy)

03/25/2022

Proration Amount

0.00

Exemption percentage

15%

Exemption amount calculation: Improvement Value * Exemption Percentage * Proration
Ex: **$200,000 * .15 * .88 = $26,400**

Exemption amount

$26400

Customer Service Rating

★★★★★ (2171 responses)

WCAD is very proud to receive a **98%** customer satisfaction rating from **2171** responses.
More Info

Our Mission

"We will provide quality service with the highest standards of professionalism, integrity, and respect. We will uphold these standards while providing an accurate, fair, and cost-effective appraisal roll in compliance with the laws of the State of Texas."

Videos

Central Texas Housing Market Driving Rapid Sprawl To Areas Such As...

Rising Prices, Big Developments Define Williamson County Housing Headed In...

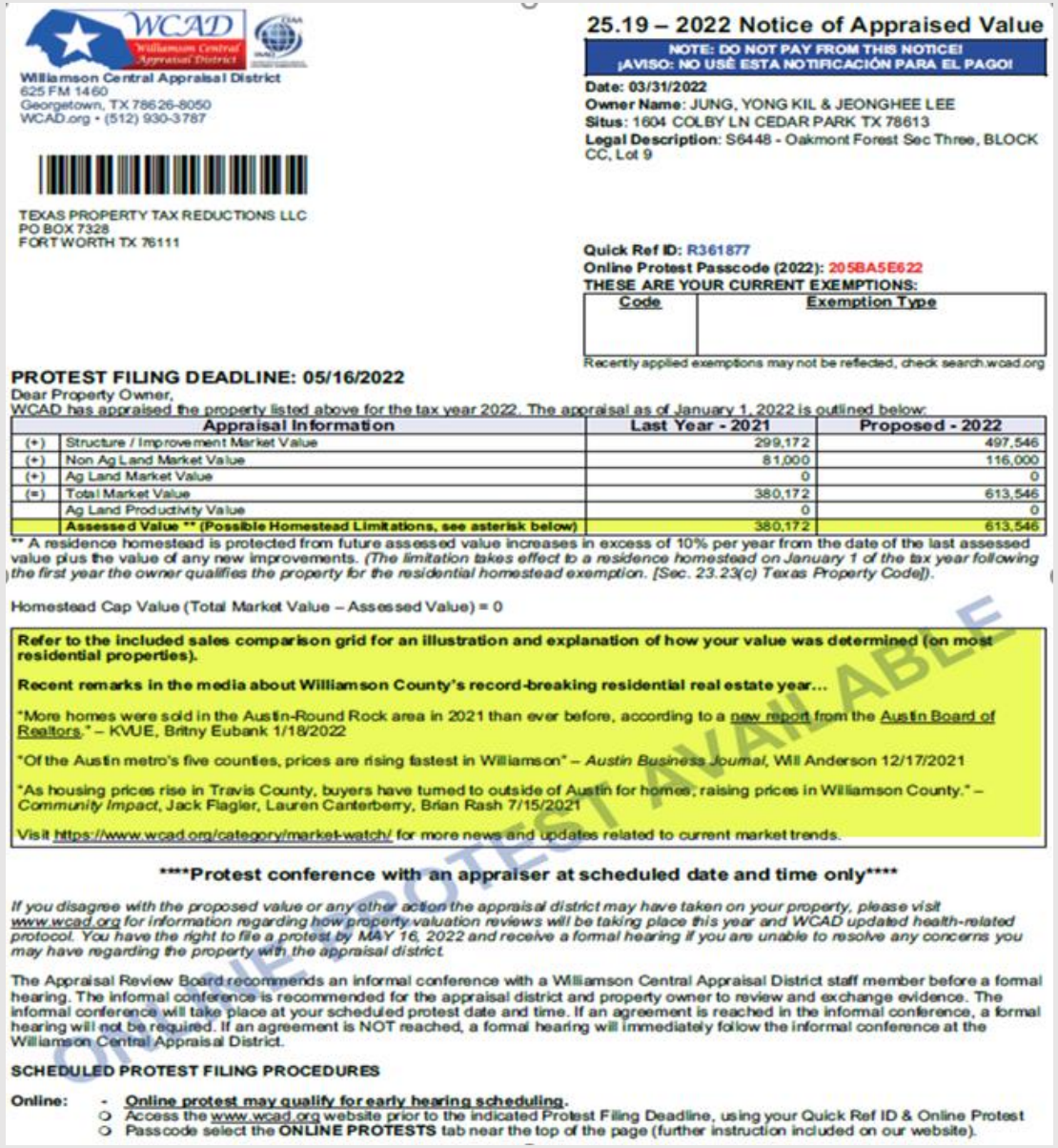
Record Number Of Homes Sold

Property Tax Benefits and Required Filings

Board Of Directors Appointed Taxpayer Liaison Officer

Charley Rouse

New Appraisal Notice for 2022



Williamson Central Appraisal District
625 FM 1460
Georgetown, TX 78626-8050
WCAD.org • (512) 930-3787

TEXAS PROPERTY TAX REDUCTIONS LLC
PO BOX 7328
FORT WORTH TX 76111

25.19 – 2022 Notice of Appraised Value

NOTE: DO NOT PAY FROM THIS NOTICE!
¡AVISO: NO USE ESTA NOTIFICACIÓN PARA EL PAGO!

Date: 03/31/2022
Owner Name: JUNG, YONG KIL & JEONGHEE LEE
Situs: 1604 COLBY LN CEDAR PARK TX 78613
Legal Description: S6448 - Oakmont Forest Sec Three, BLOCK CC, Lot 9

Quick Ref ID: R361877
Online Protest Passcode (2022): 205BA5E622
THESE ARE YOUR CURRENT EXEMPTIONS:

Code	Exemption Type

Recently applied exemptions may not be reflected, check search.wcad.org

PROTEST FILING DEADLINE: 05/16/2022

Dear Property Owner,
WCAD has appraised the property listed above for the tax year 2022. The appraisal as of January 1, 2022 is outlined below:

Appraisal Information		Last Year - 2021	Proposed - 2022
(+)	Structure / Improvement Market Value	299,172	497,546
(+)	Non Ag Land Market Value	81,000	116,000
(+)	Ag Land Market Value	0	0
(=)	Total Market Value	380,172	613,546
	Ag Land Productivity Value	0	0
	Assessed Value ** (Possible Homestead Limitations, see asterisk below)	380,172	613,546

** A residence homestead is protected from future assessed value increases in excess of 10% per year from the date of the last assessed value plus the value of any new improvements. *(The limitation takes effect to a residence homestead on January 1 of the tax year following the first year the owner qualifies the property for the residential homestead exemption. [Sec. 23.23(c) Texas Property Code]).*

Homestead Cap Value (Total Market Value – Assessed Value) = 0

Refer to the included sales comparison grid for an illustration and explanation of how your value was determined (on most residential properties).

Recent remarks in the media about Williamson County's record-breaking residential real estate year…

"More homes were sold in the Austin-Round Rock area in 2021 than ever before, according to a new report from the Austin Board of Realtors." – KVUE, Britny Eubank 1/18/2022

"Of the Austin metro's five counties, prices are rising fastest in Williamson" – *Austin Business Journal*, Will Anderson 12/17/2021

"As housing prices rise in Travis County, buyers have turned to outside of Austin for homes, raising prices in Williamson County." – *Community Impact*, Jack Flagler, Lauren Canterberry, Brian Rash 7/15/2021

Visit https://www.wcad.org/category/market-watch/ for more news and updates related to current market trends.

******Protest conference with an appraiser at scheduled date and time only******

If you disagree with the proposed value or any other action the appraisal district may have taken on your property, please visit www.wcad.org for information regarding how property valuation reviews will be taking place this year and WCAD updated health-related protocol. You have the right to file a protest by MAY 16, 2022 and receive a formal hearing if you are unable to resolve any concerns you may have regarding the property with the appraisal district.

The Appraisal Review Board recommends an informal conference with a Williamson Central Appraisal District staff member before a formal hearing. The informal conference is recommended for the appraisal district and property owner to review and exchange evidence. The informal conference will take place at your scheduled protest date and time. If an agreement is reached in the informal conference, a formal hearing will not be required. If an agreement is NOT reached, a formal hearing will immediately follow the informal conference at the Williamson Central Appraisal District.

SCHEDULED PROTEST FILING PROCEDURES

Online: - Online protest may qualify for early hearing scheduling.
- Access the www.wcad.org website prior to the indicated Protest Filing Deadline, using your Quick Ref ID & Online Protest Passcode select the **ONLINE PROTESTS** tab near the top of the page (further instruction included on our website).
- If you are unable to resolve your protest online, the ARB will mail you notification at least 15 days prior of the date, time, and place of your formal hearing.

By Mail: - Complete and sign the Notice of Protest form included with this letter, or Protest by letter: include your name, property description, and reason for protesting.
- Mail to the WCAD office on/before the indicated Protest Filing Deadline.
- The ARB will mail you notification at least 15 days prior of the date, time, and place of your formal hearing.

In Person: - Complete and sign the Notice of Protest form included with this letter and file with WCAD staff by the indicated Protest Filing Deadline.
- The ARB will mail you notification at least 15 days prior of the date, time, and place of your formal hearing.

***Protest hearings scheduled online will only receive confirmation / notification by email.**

The carrying of a handgun at any meeting of a Governmental Entity is prohibited by Texas law, regardless of whether the handgun is concealed or not. **Penal Code 46.035 (c)**

Your protest must be filed online, postmarked or hand-delivered to our office by 5pm on the indicated Protest Filing Deadline. The ARB hearings are held at the WCAD office. Hearings will begin on April 4th and typically go until the end of July.

"The Texas Legislature does not set the amount of your local taxes. Your property tax burden is decided by your locally-elected officials, and all inquiries concerning your taxes should be directed to those officials"

Tax estimate grid has been removed per Senate Bill 2 2019 session

Beginning August 7th, visit Texas.gov/PropertyTaxes to find a link to your local property tax database on which you can easily access information regarding your property taxes, including information regarding the amount of taxes that each entity that taxes your property will impose if the entity adopts its proposed tax rate. Your local property tax database will be updated regularly during August and September as local elected officials propose and adopt the property tax rates that will determine how much you pay in property taxes.

The Williamson Central Appraisal District does not set tax rates or collect the taxes on your property. The governing body of each taxing unit decides whether or not taxes on the property will increase. The appraisal district only determines the value of the property.

If you receive the **over-65 (11.13c) or disability homestead exemption**, your school taxes for this year will not be higher than they were for the year in which you first received the exemption, unless you have made improvements to the property. If you improved your property by remodeling or adding on, your school taxes may increase for new improvements. If you are the surviving spouse of a person who was 65 or older, or disabled at death, and you were 55 or older at the time of their death, you may retain the school tax freeze amount.

The difference between the 2017 appraised value and the proposed 2022 appraised value is 101.70%.
(N/A% means property characteristics have changed within those 5 years)

If you currently receive a residence homestead exemption, the exemption amounts shown on this notice are those provided by law as of the date of this notice. If Texas voters approve the proposed constitutional amendment to increase the general residence homestead exemption for school taxes from $25,000 to $40,000, your exemption amount will automatically increase, and school districts will compute your taxes using the greater exemption amount.

Taxing Unit	Last Year's			Current Year's			Exemption Amount Cancelled or Reduced from Last Year
	Exemption Type	Exemption Amount	Taxable Value	Exemption Type	Exemption Amount	Taxable Value	
City of Cedar Park		0	380,172		0	613,546	0
Williamson CO		0	380,172		0	613,546	0
Aus Comm Coll		0	380,172		0	613,546	0
Wmsn CO FMRD		0	380,172		0	613,546	0
Leander ISD		0	380,172		0	613,546	0
Upper Brushy Creek WCID		0	380,172		0	613,546	0

You or your property (including inherited property) may qualify for one or more of these residence homestead exemptions.

Partial Exemptions	Total Exemptions
○ Residence homestead	○ 100% disabled veteran or surviving spouse
○ Disabled veteran or surviving spouse/child	○ Surviving spouse of armed services member killed in line of duty
○ Person age 65 or older or surviving spouse	○ Surviving spouse of a first responder killed or fatally injured in line of duty
○ Disabled person	
○ Temporary damage by Governor-declared disaster	
○ Donated Residence Homestead of Partially Disabled Veteran	

Visit https://support.wcad.org/portal/kb/articles/homestead-exemption-requirements for more information and qualifications.

Sincerely,
Alvin Lankford Alvin Lankford / Chief Appraiser

Please visit our website www.wcad.org for additional information and instructional videos.

Comparable Sales Report

Tax Year: 2022 Appraisal

For Property: R-17-W339-33CC-0009-0008 **Comp Sheet Format:** Res Comp Sales Notice Grid **Market Area:** LEANDER MRA

	Subject	Comp1	Comp2	Comp3	Comp4	Comp5
Quick Ref ID	R361877	R361853	R344896	R344906	R361891	R361871
Photo						
Situs Address	1604 COLBY LN	1510 FOSTER DR	100 S PRIZE OAKS DR	118 S PRIZE OAKS DR	1512 AMELIA DR	205 COLBY LN
Comparability Index		16	30	34	62	74
Neighborhood Code	L350597E	L350597E	L350597E	L350597E	L350597E	L350597E
Acres	0.000	0.000	0.000	0.000	0.000	0.000
Eff Year Built / Class	1998 / R4	1998 / R4	1999 / R4	2003 / R4	1999 / R4	1999 / R4
Actual Year Built	1998	1997	1999	1996	1998	1999
Living Area SF	2,485	2,410	2,512	2,380	2,775	2,120
Garage / Porch SF	440 / 81	420 / 28	638 / 274	480 / 36	614 / 160	575 / 0
Deck / Patio SF	0/154	0/100	0/0	0/183	0/356	0/100
Pool SF						
Fireplace	1	1	1	1	1	1
Land Value	$116,000	$116,000	$116,000	$116,000	$116,000	$116,000
Land Table	L350A	L350A	L350A	L350A	L350A	L350A
NBHD Location Factor	1.03	1.03	1.03	1.03	1.03	1.03
Sale Date		10/7/2021	2/22/2021	4/9/2021	10/22/2021	7/28/2021
Sale Price		$XXX,XXX	$XXX,XXX	$XXX,XXX	$XXX,XXX	$XXX,XXX
Time Adjusted Sale Price *	$0	$633,825	$657,557	$699,293	$611,427	$524,187
Adjustments						
Location Adj		$0	$0	$0	$0	$0
Land Value Adj		$0	$0	$0	$0	$0
Size / Class Adj		$8,207	$-2,954	$11,489	$-31,732	$39,939
Depreciation Adj		$0	$-1,584	$-7,921	$-1,584	$-1,584
Garage Adj		$428	$-4,239	$-856	$-3,725	$-2,890
Open Porch Adj		$3,506	$-12,767	$2,977	$-5,226	$5,358
Deck Adj		$0	$0	$0	$0	$0
Patio Adj		$1,820	$5,191	$-978	$-6,810	$1,820
Pool Adj		$0	$0	$0	$0	$0
Fireplace Adj		$0	$0	$0	$0	$0
MISC. NonMA Adj		$800	$-96	$800	$800	$800
Adjusted Sale Price		$648,586	$641,108	$704,804	$563,150	$567,630
Indicated Value	$613,546					

The comparable sales report provided may be used as WCAD evidence during a value protest.

HOW TO READ A MARKET GRID

This year, your notice value was determined using a direct comparison of your property to recent sales of other, nearby properties. The "Comparable Sales Report" on the opposite side of this page shows the analysis that was used by WCAD to calculate your notice value. This report is also called a "market grid". Your property is labeled as the "Subject" property and the properties that were sold are shown as "Comparable" properties. Below the address for each property is a list of property attributes. When the subject is not identical to the comparable property, value adjustments are made to the sales for their differences. If the comparable is superior to the subject in an attribute, the adjustment is downward. Conversely, if the comparable property is inferior, the adjustment is upward. Chapter 552 of the Texas Government Code restricts the disclosure of sales prices on the included report, however the information included conforms with Tax Code requirements. Adjustments are described below:

Time Adjusted Sale Price*	Sale price adjusted to the January 1 appraisal date to reflect the upward trend in the housing market that has continued since 2020. For more data on the remarkable market changes that took place last year and detail on the sale price adjustment please visit www.wcad.org/MarketData
Location Adj	Market Value difference in the specific location of the comparable and subject
Land Value Adj	Difference in the land market value between comparable and subject
Size / Class Adj	Market Value adjustment based on difference in size and quality of construction
Depreciation Adj	Market Value adjustment due to difference in condition of subject and comparable as represented by effective age
Garage Adj	Market Value difference between comparable and subject attributable to a garage
Open Porch Adj	Market Value difference between comparable and subject attributable to any porches
Deck Adj	Market Value difference between comparable and subject attributable to a deck
Patio Adj	Market Value difference between comparable and subject attributable to a patio
Pool Adj	Market Value difference between the comparable and subject attributable to a pool
Fireplace Adj	Market Value difference between the comparable and subject attributable to a fireplace
MISC. nonMa Adj	Market Value difference between comparable and subject for all other improvements

After adjustments have been added or subtracted to a comparable property's sale, the result is an indication of what the subject may have sold for on 01/01/2022. This value is shown as "Adjusted Sale Price" on the grid. Depending on sales activity in your market area, there may be a range of indicated values from the comparable sales. The "indicated value" on the grid is derived from all of the comparable sales and the market value of the subject property's components; this value is the WCAD opinion of market value as of 01/01/2022.

For additional information on the sales comparable grid please visit www.wcad.org/grids

Property Value - 2022 Notice of Protest

WILLIAMSON CENTRAL APPRAISAL DISTRICT
625 FM 1460 Georgetown, TX 78626-8050 **WCAD.org**
(512) 930-3787 (Se Habla Espanol)

GENERAL INSTRUCTIONS: Pursuant to Tax Code Section 41.41, a property owner has the right to protest certain actions taken by the appraisal district. This form is for use by a property owner or designated agent who would like the ARB to hear and decide a protest. If you are leasing the property, you are subject to the limitations set forth in Tax Code Section 41.413.

PROTEST FILING DEADLINE: May 16, 2022

Depositing your protest in a USPS collection box does not guarantee a postmark by the protest deadline.

A different deadline will apply to you if:

- your protest concerns a change in the use of agricultural, open-space or timber land;
- the appraisal district or the ARB was required by law to send you notice about a property and did not; or
- the ARB made a change to the appraisal records that adversely affects you and you received notice of the change;
- in certain limited circumstances, you had good cause for missing the May 16, 2022 protest filing deadline.

***FILE ONLINE:**
Early scheduling may be available if protest online at www.wcad.org

The carrying of a handgun at any meeting of a Governmental Entity is prohibited by Texas law, regardless of whether the handgun is concealed or not. Penal Code 46.035(c)

STEP 1: Owner's or lessee's name and address
Quick Ref ID: R581920

AFZAL, SYED & FNU NASEEMUNNISA
113 KILDEER PASS
JARRELL TX 76537

STEP 2: Property Description
S11959 - SONTERRA WEST SEC 12 PH 1, BLOCK I, Lot 4

STEP 3: Shade the specific reasons for your protest
Failure to shade a box will result in your inability to protest that issue. You must shade all boxes that apply in order to preserve your rights so that the appraisal review board may consider your protest according to law.

■ :Example

- ☐ 1. Incorrect appraised (market) value ***(online protest available)**
- ☐ 2. Value is unequal compared with other properties ***(online protest available)**
- ☐ 3. Both incorrect appraised (market) value and value is unequal compared with other properties ***(online protest available)**
- ☐ 4. Property should not be taxed in _____ (name of taxing unit)
- ☐ 5. Property is not located in this appraisal district or otherwise should not be included on the appraisal district's record
- ☐ 6. Failure to send required notice _____ (notice type)
- ☐ 7. Exemption was denied, modified, or cancelled
- ☐ 8. Ag-use, open-space, or other special appraisal was denied, modified, or cancelled
- ☐ 9. Change in the use of land appraised as ag-use, open-space, or timberland
- ☐ 10. Incorrect appraised or market value of land under special appraisal for ag-use, open-space or other special appraisal
- ☐ 11. Owner's name is incorrect - provide documentation
- ☐ 12. Property description is incorrect
- ☐ 13. Rendition penalty (if imposed)
- ☐ 14. Business closed (Business Personal Properties only) - provide permanent closed date: ___/___/___ (MM/DD/YY)
- ☐ 15. Temporary disaster damage exemption was denied or modified
- ☐ 16. Incorrect damage assessment rating for a property qualified for a temporary disaster exemption
- ☐ 17. Other: _____

WHAT DO YOU THINK THIS PROPERTY'S MARKET VALUE WAS ON JANUARY 1, 2022? (please round to the nearest dollar)

$ _____

If you protest your value with the intention of lowering your tax liability, evidence must support a value lower than 359,007

To change current mailing address, please complete form located at https://www.wcad.org/change-of-address-request/

STEP 4: Submit Documentation

Utilize online protest options at WCAD.org to electronically submit documentation that may help resolve your protest.
Alternatively, please attach documentation that may help resolve your protest. See FAQ on back.

STEP 5: Signature (Required for submission)

_____
Owner printed name

_____
Owner signature

_____
Agent printed name (attach Appointment of Agent form)

_____
Agent signature

Date: ___/___/___ (MM/DD/YY)

(____) - ____ - ____
Contact phone number:

_____
Email address (print legibly):

Scheduling Information

For scheduling purposes, please write below if any of the following apply: telephone hearing, virtual hearing, single member panel, person age 65 or older, disabled person, military service member, military veteran, spouse of military service member or veteran. _____

Hearings begin on April 4th and are typically completed in July. If you are unable to attend a hearing during this time, you must submit a notarized affidavit with your evidence prior to your scheduled hearing or send a properly authorized representative to appear on your behalf. Some accounts may be eligible for hearing scheduling online. Please see website for more information: www.wcad.org

FOR OFFICE USE ONLY:

STEP 6: ARB Hearing Notice (If no selection is made below, notice will be delivered by First-Class mail)

I request my notice of hearing to be delivered (check one box only):
☐ By email to the electronic address provided in Step 5 of this form (please check junk email or spam folders)
☐ By certified mail and I agree to pay the cost (visit https://www.wcad.org/postage for payment information and conditions)

3/5 9918

50-132 * 12-20/22 3-15-22_v4

R581920

5375566108

Do Not Protest if you cannot support a value of less than the Assessed Value

Recently applied exemptions may not be reflected, check search.wcad.org

PROTEST FILING DEADLINE: 05/16/2022

Dear Property Owner,
WCAD has appraised the property listed above for the tax year 2022. The appraisal as of January 1, 2022 is outlined below:

	Appraisal Information	Last Year - 2021	Proposed - 2022
(+)	Structure / Improvement Market Value	178,407	300,007
(+)	Non Ag Land Market Value	49,000	59,000
(+)	Ag Land Market Value	0	0
(=)	Total Market Value	227,407	359,007
	Ag Land Productivity Value	0	0
	Assessed Value ** (Possible Homestead Limitations, see asterisk below)	227,407	359,007

** A residence homestead is protected from future assessed value increases in excess of 10% per year from the date of the last assessed value plus the value of any new improvements. *(The limitation takes effect to a residence homestead on January 1 of the tax year following the first year the owner qualifies the property for the residential homestead exemption. [Sec. 23.23(c) Texas Property Code]).*

WHAT DO YOU THINK THIS PROPERTY'S MARKET VALUE WAS ON JANUARY 1, 2022? (please round to the nearest dollar)

$ _____

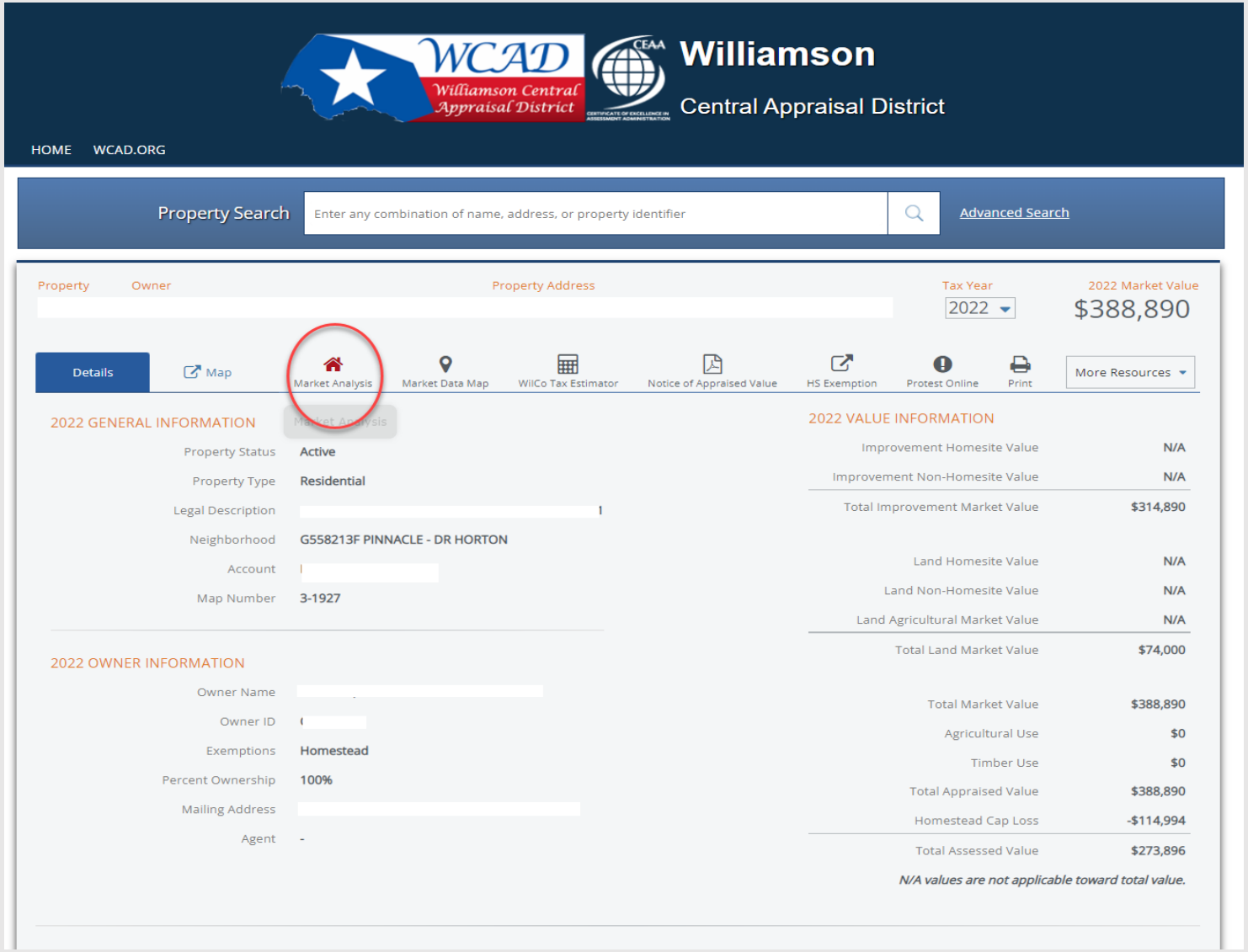
If you protest your value with the intention of lowering your tax liability, evidence must support a value lower than 359,007

MARKET DASHBOARD

For Residential Properties

Property Owner Dashboard

Accessed through Property Search



Property Owner Dashboard

Williamson County Market Analysis

View our Market Analysis Map to get specific *market information* related to your property.

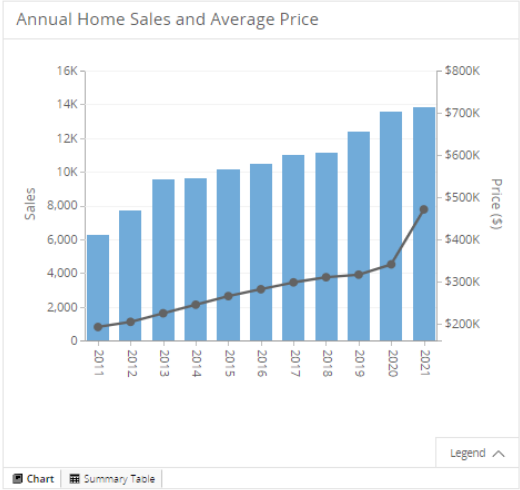
Begin by searching for your property and clicking the Market Data Map icon.

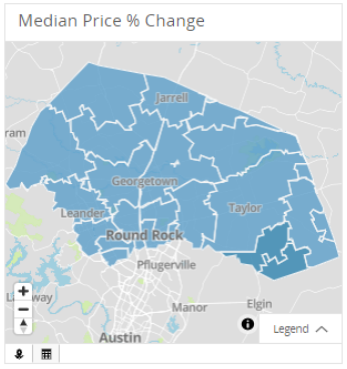
Austin Area Housing Market Summary

Numerous media outlets have reported dramatic increases in the Austin Metro area's Housing market, both in terms of the number of home sales and sales prices. Community Impact reported in July of 2021, "As housing prices rise in Travis County, buyers have turned to outside of Austin for homes, raising prices in Williamson County." More recently, KVUE reported that "more homes were sold in the Austin-Round Rock area in 2021 than ever before," and that limited supply was driving sale prices up. The Austin Business Journal echoed KVUE's report by noting dramatic jumps in housing prices that will likely continue to rise in 2022 and that of the five counties in Austin's metro area "prices are rising fastest in Williamson."

It seems there is no shortage of stories recounting record high sale prices in Williamson County. For more media reports about market trends, visit https://www.wcad.org/category/market-watch/

Chart data from Texas A&M





WCAD's Analysis Mirrors that of Real Estate Professionals

Appraisal districts are tasked with setting market values that reflect the local real estate market as of January 1st. While the reporting of the record setting real estate market in Williamson County was taking place, WCAD was also collecting and analyzing available market data for use in the January 1, 2022, valuations. Much of the data analysis illustrates and reiterates the initial media reports.

WCAD has worked hard to make our valuations the most accurate they possibly can be. For more information on how we analyzed available market data to determine market values read a more in-depth overview of the *WCAD Analysis* process.

**Note: WCAD does not value by zip code. WCAD's data has been aggregated by zip code for display purposes only.*

The Most Significant Factors in Valuation

While there are many variables that will impact a property's value, two of the most important during this time of dramatic real estate changes have been an increase in the number of sales and the change in sale price over the time studied.

Time Adjustment

2021 saw a historic rise in home sale prices. With such dramatic increases, in some cases 5-7% per month, we must first adjust for time of sale when doing sales comparison analysis. For example, if a house sold in June 2021, if market value were left at the sale price, it could be undervalued by 20% or more by January 1, 2022. Any property studied using that sale as a comparison would undervalued as well.

For a more detailed explanation of changing market conditions and appreciation, visit *Changing Market Conditions – Appreciation*

Analysis Using Comparable Sales

Using comparable sales to determine market value is the most accurate method of appraisal in a rapidly changing housing market as it reflects the actions of buyers and sellers in the market. Once comparable sales for a subject property are determined, adjustments are made for time, physical/functional differences between properties, etc. to arrive at "adjusted sale prices," which will be used to arrive at an indicated value for the subject property.

For more information: Residential Valuation Approach

What Can Property Owners Do?

Home values are on the rise, however, an increase in property taxes is unlikely to be proportional to the increase in home values. Here are a few options to help mitigate property tax liability:

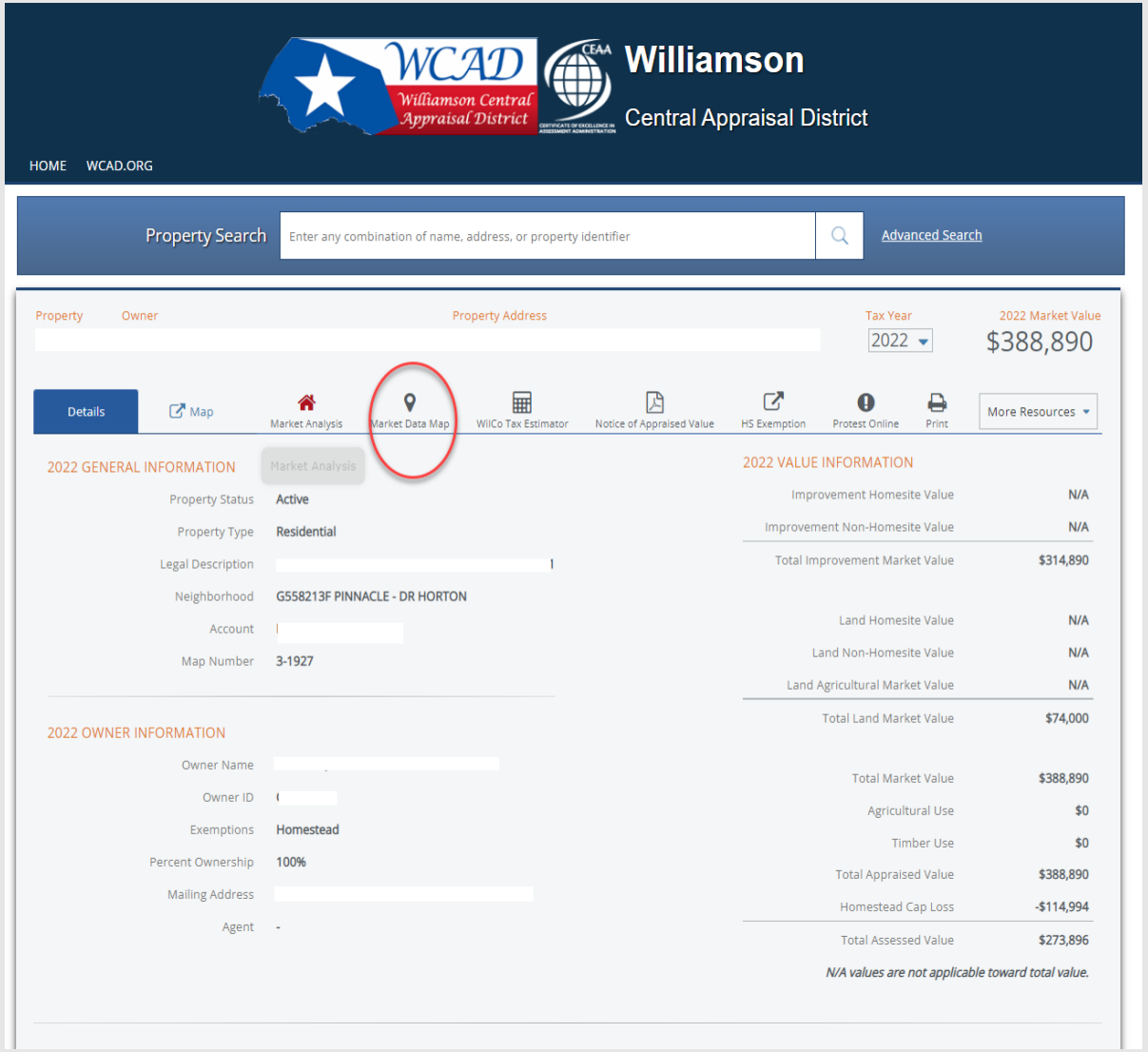
Take Advantage of Exemptions

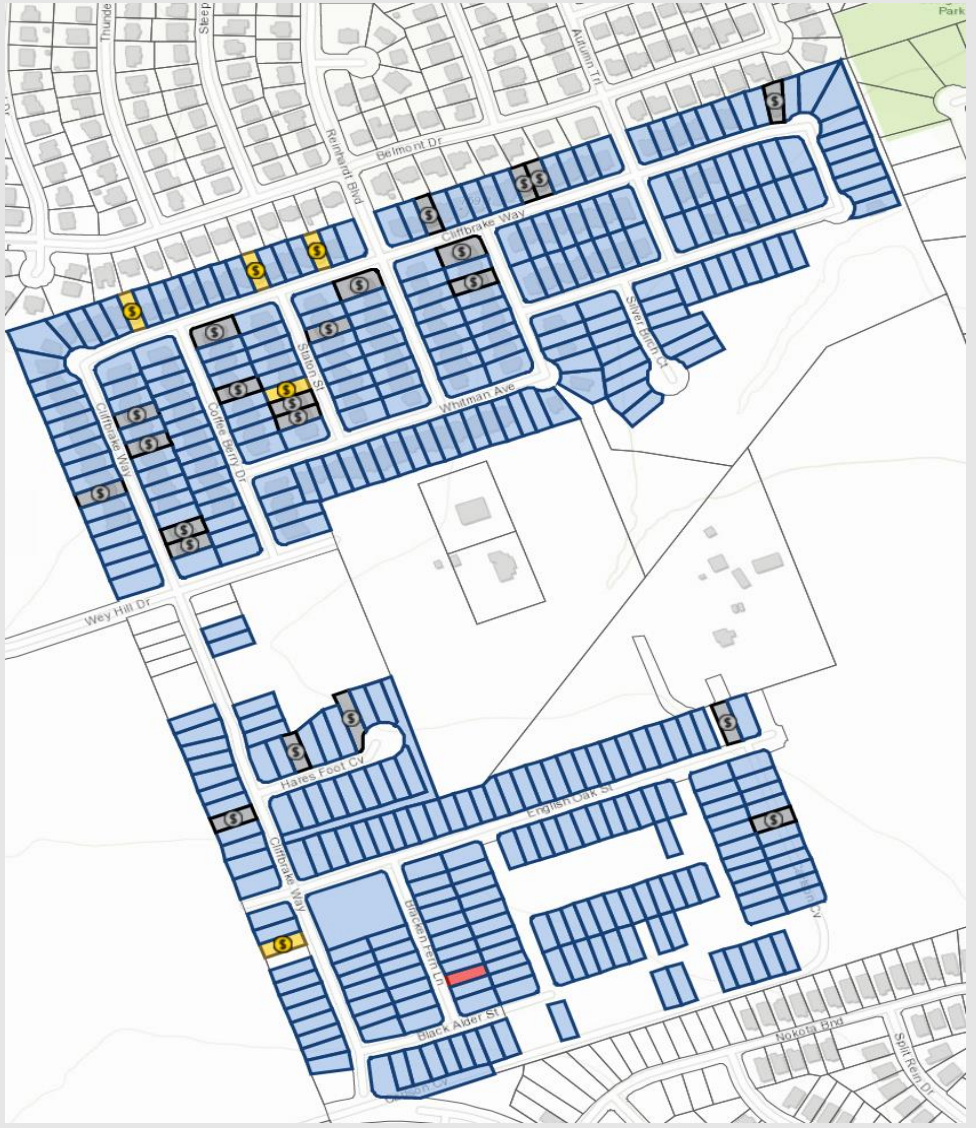
While there are many exemptions available to property owners, one of the most effective at slowing the increase in tax liability during times of rising property value is the Residential Homestead Exemption. The homestead exemption offers a reduced value to which tax rates are applied, but the greatest advantage of the homestead exemption is that it limits the amount your assessed value can increase to 10% from one year to the next.

For more information on the benefits of the homestead cap, visit https://www.wcad.org/hs-cap/.

For information on how to qualify and/or apply for the homestead exemption, visit https://www.wcad.org/online-exemption-information/.

Market Data Map

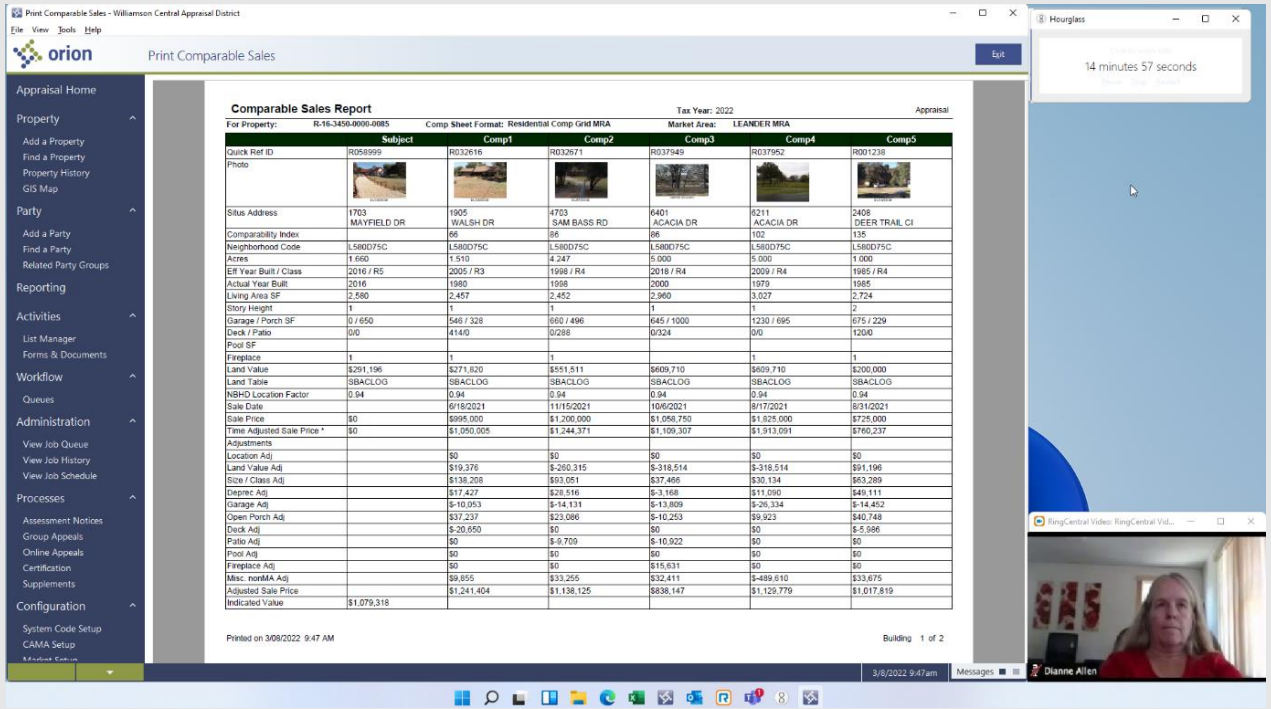




WCAD DESIGNATED TOP WORKPLACE IN AUSTIN AREA

We often rate accomplishments by how many, how fast, and how efficient we can do something. We look for new technology and emphasize continued education to help us meet the demands in a fast-growing district. All these aspects are important, but it is the people who we employ that are the greatest asset in an organization. It is also critical for success in creating an environment where the employees want to come to work. It is with great honor I can share that the Williamson Central Appraisal District has been awarded the designation as a 2021 Austin American-Statesman Top Workplaces winner for businesses with 50-149 employees. This award has been recognized based on the surveys about the workplace completed by the WCAD employees. The public we serve has also recognized the value of our staff with a current 4.5 Google star rating. We could not meet the many changes and continued challenges without having a work environment that encourages and cares for others from co-workers to those we serve.

VIRTUAL HEARINGS



Property Owner's View

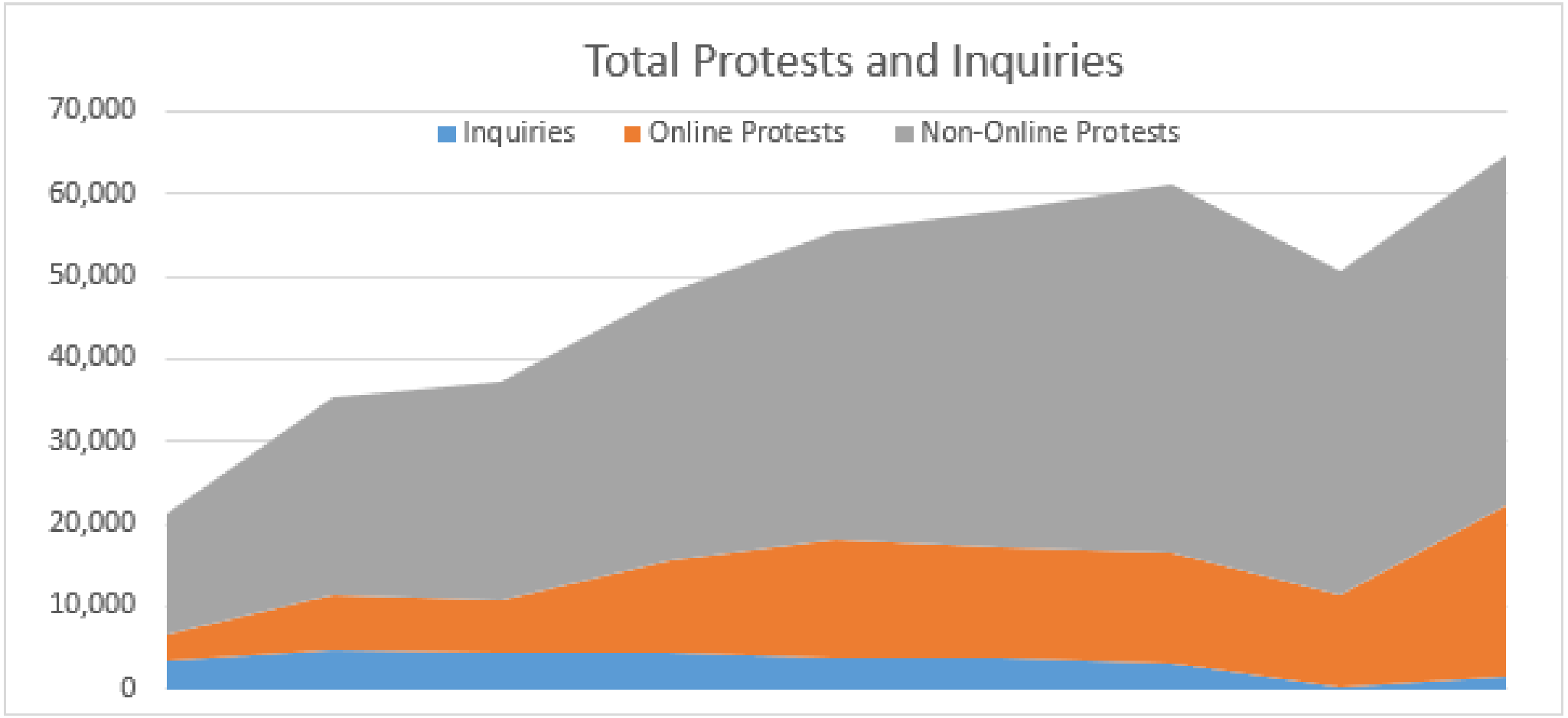
A timer is shown in the top right corner during the hearing. This is to count down for the fifteen-minute informal hearing.

If a property owner chooses to share their video it will appear in a small window on the lower right of screen.

The property owner will see the appraiser's shared screen which can show the Orion CAMA Comp Grid, Uploaded Evidence, Aerial Imagery, Property Sketch, etc.

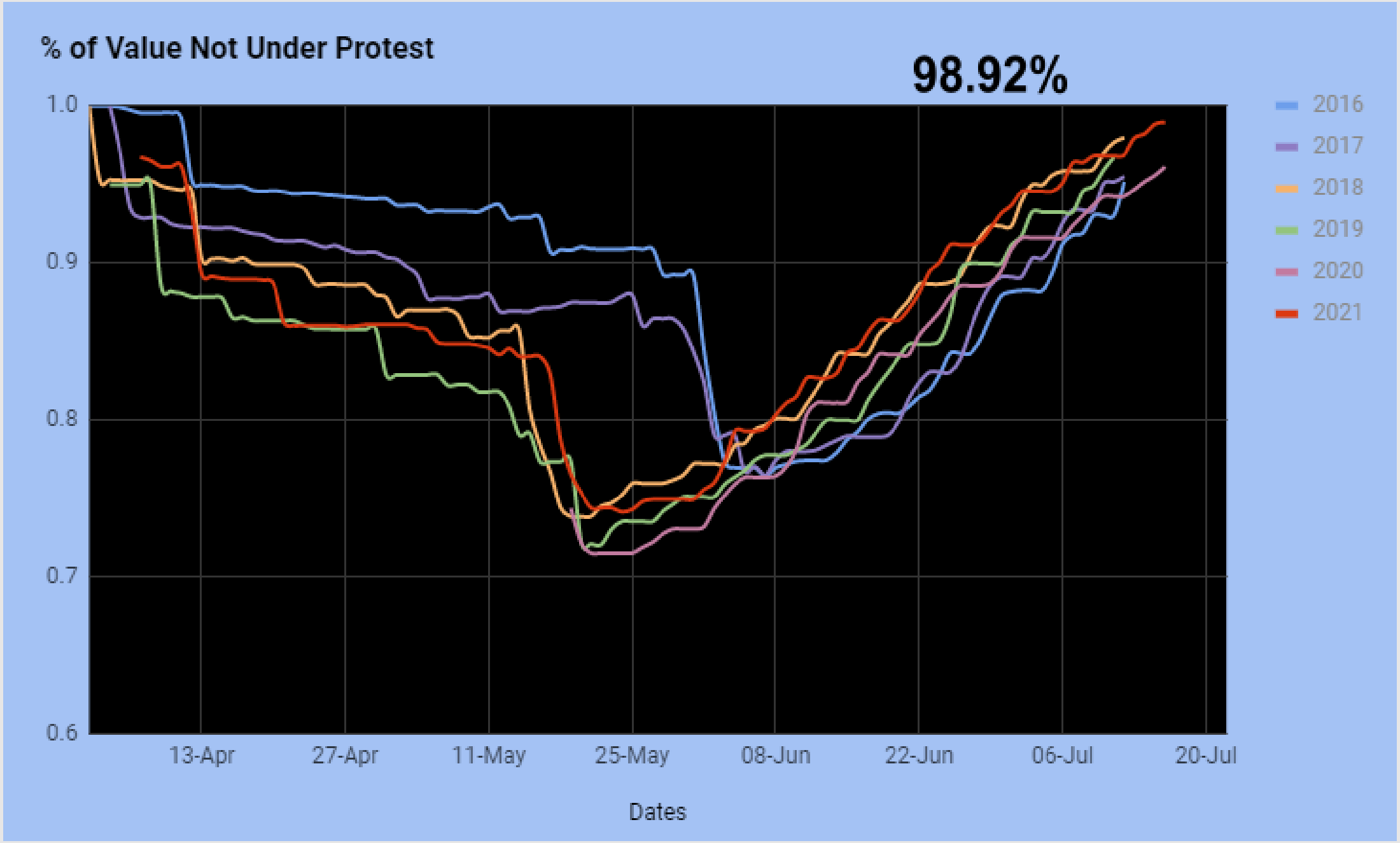
In 2021 the median time for an informal virtual hearing was 17:20. The in-person hearing was 19:50.

PROTESTS LEVELS & CERTIFIED ROLL



Tax Year	2013	2014	2015	2016	2017	2018	2019	2020	2021
Inquiries	3,576	4,780	4,313	4,263	3,892	3,827	2,977	373	1,533
Online Protests	3,125	6,572	6,430	11,233	14,158	13,333	13,621	11,158	20,868
Non-Online Protests	14,743	23,981	26,580	32,447	37,496	40,809	44,611	39,097	42,355
Total	**21,444**	**35,333**	**37,323**	**47,943**	**55,546**	**57,969**	**61,209**	**50,628**	**64,756**

*2020-2021 online inquiry only


% of Value Not Under Protest
98.92%
1.0
0.9
0.8
0.7
0.6
13-Apr
27-Apr
11-May
25-May
08-Jun
22-Jun
06-Jul
20-Jul
Dates
2016
2017
2018
2019
2020
2021

HOW WE ARE GRADED

METHODS AND ASSISTANCE PROGRAM 2021 REPORT

Williamson Central Appraisal District

Glenn Hegar Texas Comptroller of Public Accounts

Glenn Hegar
Texas Comptroller of Public Accounts
2020-21 Final Methods and Assistance Program Review

Williamson Central Appraisal District

Current MAP Cycle Chief Appraiser(s): Alvin Lankford

Previous MAP Cycle Chief Appraiser(s): Alvin Lankford

This review is conducted in accordance with Tax Code Section 5.102(a-1) and related Comptroller Rule 9.301. The Comptroller is required by statute to review appraisal district governance, taxpayer assistance, operating procedures and appraisal standards.

The appraisal district is established in a county located in an area declared by the governor to be a disaster area during the tax year in which the review is required. Therefore, a limited-scope review has been conducted.

Mandatory Requirements	PASS/FAIL
Does the appraisal district have up-to-date appraisal maps?	PASS
Is the implementation of the appraisal district's most recent reappraisal plan current?	PASS
Are the appraisal district's appraisal records up-to-date and is the appraisal district following established procedures and practices in the valuation of property?	PASS
Are values reproducible using the appraisal district's written procedures and appraisal records?	PASS

Appraisal District Activities	RATING
Governance	MEETS ALL
Taxpayer Assistance	MEETS ALL
Operating Procedures	MEETS ALL
Appraisal Standards, Procedures and Methodology	MEETS ALL

Appraisal District Ratings:

Meets All – The total point score is 100
Meets – The total point score ranges from 90 to less than 100
Needs Some Improvement – The total point score ranges from 85 to less than 90
Needs Significant Improvement – The total point score ranges from 75 to less than 85
Unsatisfactory – The total point score is less than 75

Review Areas	Total Questions in Review Area (excluding N/A Questions)	Total "Yes" Points	Total Score (Total "Yes" Questions/Total Questions) x 100
Governance	17	17	100
Taxpayer Assistance	8	8	100
Operating Procedures	14	14	100
Appraisal Standards, Procedures and Methodology	18	18	100

Property Value Study (PVS 2020)

2020 APPRAISAL DISTRICT RATIO STUDY

Appraisal District Summary Worksheet

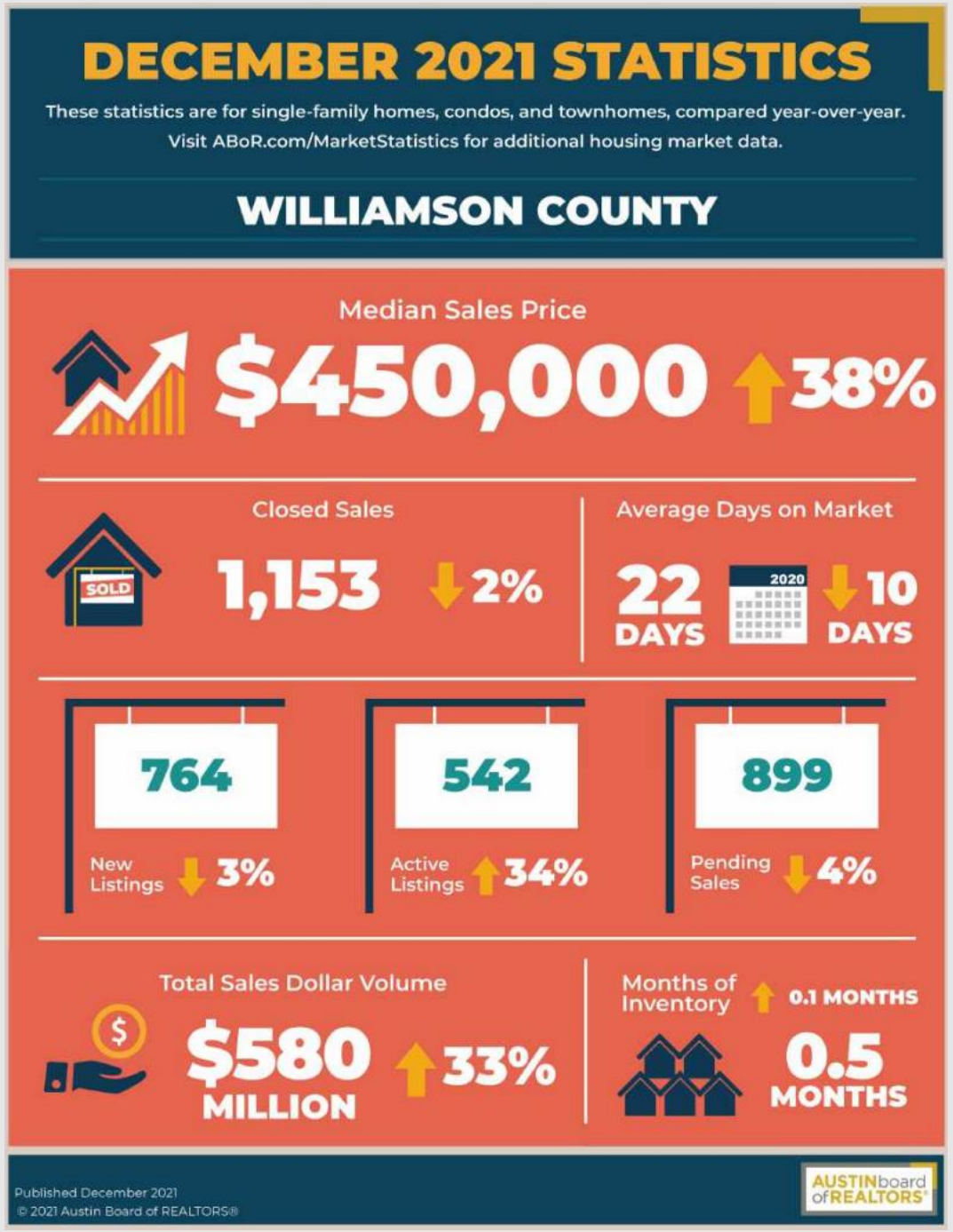
246-Williamson

Category	Number of Ratios **	2020 CAD Reported Appraisal Value	Median Level of Appraisal	Coefficient of Dispersion	% Ratios within (+/-) 10 % of Median	% Ratios within (+/-) 25 % of Median	Price - Related Differential
A. SINGLE-FAMILY RESIDENCES	2,303	51,073,080,786	0.96	6.94	81.61	92.32	1.01
B. MULTI-FAMILY RESIDENCES	72	6,181,280,036	*	*	*	*	*
C1. VACANT LOTS	37	949,586,625	*	*	*	*	*
C2. COLONIA LOTS	0	0	*	*	*	*	*
D2. FARM/RANCH IMP	0	4,750	*	*	*	*	*
E. RURAL-NON-QUAL	164	1,985,153,940	0.96	17.10	42.34	74.51	1.03
F1. COMMERCIAL REAL	273	11,935,554,486	0.97	8.42	77.33	90.03	0.99
F2. INDUSTRIAL REAL	0	468,520,354	*	*	*	*	*
G. OIL, GAS, MINERALS	0	27,422,803	*	*	*	*	*
J. UTILITIES	18	694,788,824	0.99	7.18	81.50	97.00	1.06
L1. COMMERCIAL PERSONAL	130	2,278,580,670	*	*	*	*	*
L2. INDUSTRIAL PERSONAL	0	982,111,723	*	*	*	*	*
M. OTHER PERSONAL	0	38,987,159	*	*	*	*	*
O. RESIDENTIAL INVENTORY	0	1,642,917,994	*	*	*	*	*
S. SPECIAL INVENTORY	0	183,352,524	*	*	*	*	*
OVERALL	**2,997**	**78,441,342,674**	**0.97**	**7.88**	**78.22**	**91.12**	**1.01**

WHAT OTHERS ARE SAYING ABOUT THE MARKET

Austin Business Journal, Community Impact and KVUE

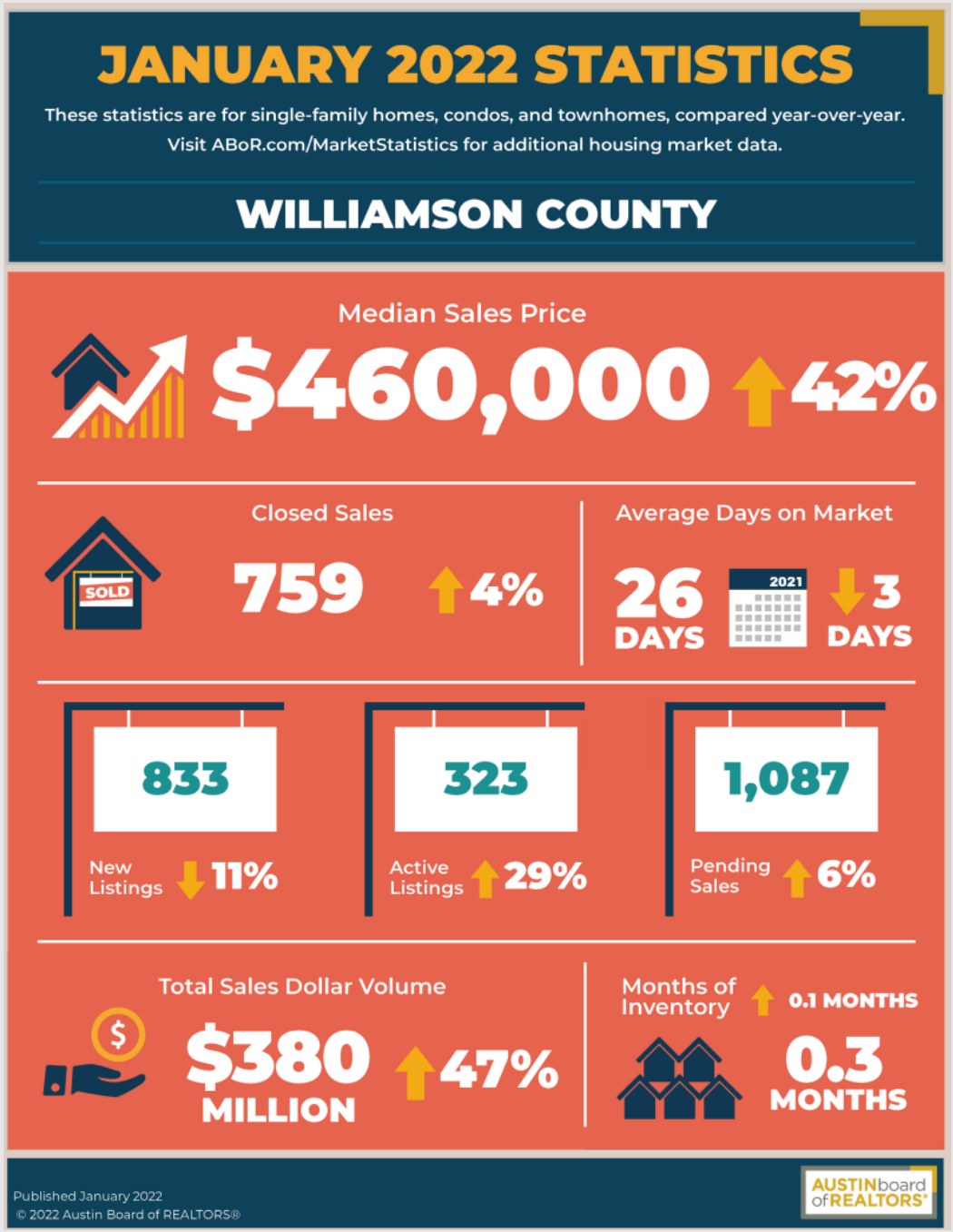
- **"More homes were sold in the Austin-Round Rock area in 2021 than ever before, according to a new report from the Austin Board of Realtors."** – KVUE, Britny Eubank, Jan 18, 2022
- **"Of the Austin metro's five counties, prices are rising the fastest in Williamson"** – Austin Business Journal, Will Anderson, Dec 17, 2021
- **"As housing prices rise in Travis County, buyers have turned to outside of Austin for homes, raising prices in Williamson County."** – Community Impact, Jack Flagler, Lauren Canterberry, Brian Rash, July 15, 2021
- visit https://www.wcad.org/category/market-watch/ for more news and updates related to current market trends.



Williamson County

In 2021 in Williamson County, home sales increased 2.0% to 13,871 sales, and sales dollar volume spiked 40.9% to $6,528,590,310. The median price for homes increased 38.8% to $425,680. New listings increased 12.2% to 15,479 and active listings fell 52.1% to 629 listings in 2021. However, pending sales increased 2.2% to 14,409 pending sales.

During the month of December, residential sales in Williamson County decreased 2.5% to 1,153 sales, and sales dollar volume jumped 33.8% to $580,123,013. The median price increased 38.5% to $450,000. In December, new listings decreased 3.1% to 764 listings, while active listings rose 34.2% to 542 listings. Pending sales dropped 4.3% to 899 pending sales. Housing inventory increased 0.1 months year over year to 0.5 months of inventory.



Williamson County

In Williamson County, January home sales rose 4.8% to 759 sales, while sales dollar volume also increased 47.1% to $380,255,891. The median price rose 42.2% to $460,000, while new listings decreased 11.8% to 833 listings. During the same period, active listings rose 29.2% to 323 listings, and pending sales also increased 6.6% to 1,087 pending sales. Housing inventory rose 0.1 months to 0.3 months of inventory.

Texas A&M Real Estate Center

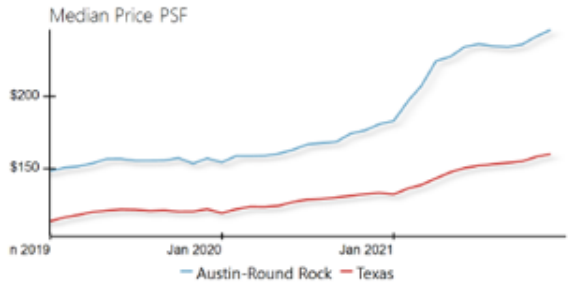
Single-Family Homes

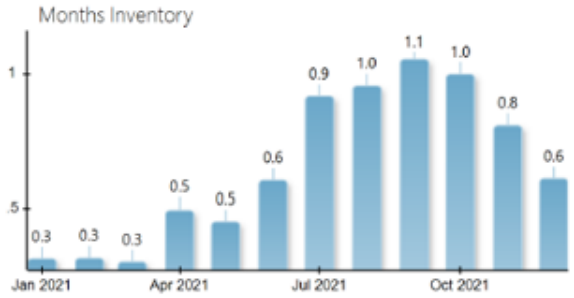
Sales volume for single-family homes decreased 4.74% YoY from 3,247 to 3,093 transactions. Dollar volume rose from $1.6 billion to $1.9 billion.

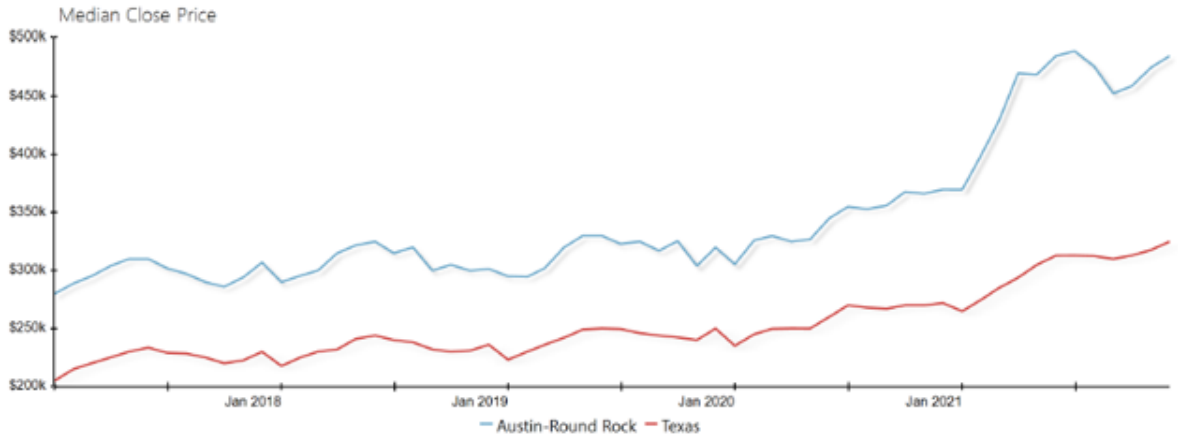
The average sales price rose 24.84% YoY from $493,162 to $615,678, while the average price per square foot subsequently rose from $216.03 to $284.01. Median price rose 31.08% YoY from $370,000 to $485,000, while the median price per square foot also rose from $180.66 to $246.06.

Months inventory for single-family homes rose from 0.5 to 0.6 months supply and days to sell declined from 79 to 74.

	Dec-21	YoY %
Sales	3,093	-4.74%
Dollar Volume	$1,904,292,236	18.92%
Median Close Price	$485,000	31.08%
New Listings	1,905	-7.88%
Active Listings	1,840	33.82%
Months Inventory	.6	33.66%
Days to Sell	74	-6.33%
Average Price PSF	$284.01	31.46%
Median Price PSF	$246.06	36.20%
Median Square Feet	1,987	-3.92%
Close to Original List Price	100.76%	0.23%







Texas A&M Real Estate Center

Homestead Cap Explanation

Homestead Cap Explanation

Market Value And The Homestead Cap

When you received your Notice of Appraised Value this year, you may have noticed several different values printed on it. Having multiple and different values on the notice can be confusing, especially with regards to the Homestead Exemption and the "homestead cap". Below, we have attempted to clarify differences between two of these values and to explain how the homestead cap affects these values.

Market Value:

Per the Texas Property Tax Code, all taxable property must be valued at 100% of market value as of January 1 each year. This value is shown on your notice as "Total Market Value". Because it is based on recent sales, the Total Market Value may change upwards or downwards any amount depending on recent market trends and IS NOT limited to increases of 10% or more. It may change as much as the current market changes.

Assessed Value ("Homestead Cap Value")

Per the Texas Property Tax Code, an exemption for taxation is available to an individual's primary residence. One of the features of the exemption is a limit to the amount that the value for taxation can increase from one year to the next. This limit is frequently referred to as the "homestead cap". The "capped" value is shown as the "Assessed Value" and is located at the bottom of the list of values on your notice or online. The assessed value IS limited by the Homestead Exemption and may not go up more than 10% in one year in most cases as long as the exemption was in place for the prior year for the current owner. This number is calculated using the previous year's Assessed Value and a "cap" of 10%. For example:

In 2020, a property with a Homestead Exemption had a market value of $226,360 and an assessed value of $226,360. For 2021, the subject's market value increased to $265,042, but the assessed value is limited to the previous year's assessed value ($226,360) plus 10% of that value ($226,360 x 10% = $22,636). The assessed value for 2021 is $248,996. This taxpayer's value for taxes is starting at $248,996 instead of $265,042 in 2021.

This example would look like the following summary on their 2021 Notice of Appraised Value:

Dear Property Owner,
WCAD has appraised the property listed above for the tax year 2021. The appraisal as of January 1, 2021 is outlined below:

	Appraisal Information	Last Year - 2020	Proposed - 2021
(+)	Structure / Improvement Market Value	173,973	208,042
(+)	Non Ag Land Market Value	52,387	57,000
(+)	Ag Land Market Value	0	0
(=)	Total Market Value	226,360	265,042
	Ag Land Productivity Value	0	0
	Assessed Value ** (Possible Homestead Limitations, see asterisk below)	226,360	248,996

**A residence homestead is protected from future assessed value increases in excess of 10% per year from the date of the last assessed value plus the value of any new improvements. *(The limitation takes effect to a residence homestead on January 1 of the tax year following the first year the owner qualifies the property for the residential homestead exemption. [Sec. 23.23(c) Texas Property Tax Code])*

Do I have a homestead exemption?

A property with a homestead exemption will have an "HS" code listed in exemptions on the Notice Of Appraised Value and on WCAD's website:

Near the top of the notice:

THESE ARE YOUR CURRENT EXEMPTIONS:

Code	Exemption Type
HS	Homestead

Recently applied exemptions may not be reflected, check search.wcad.org

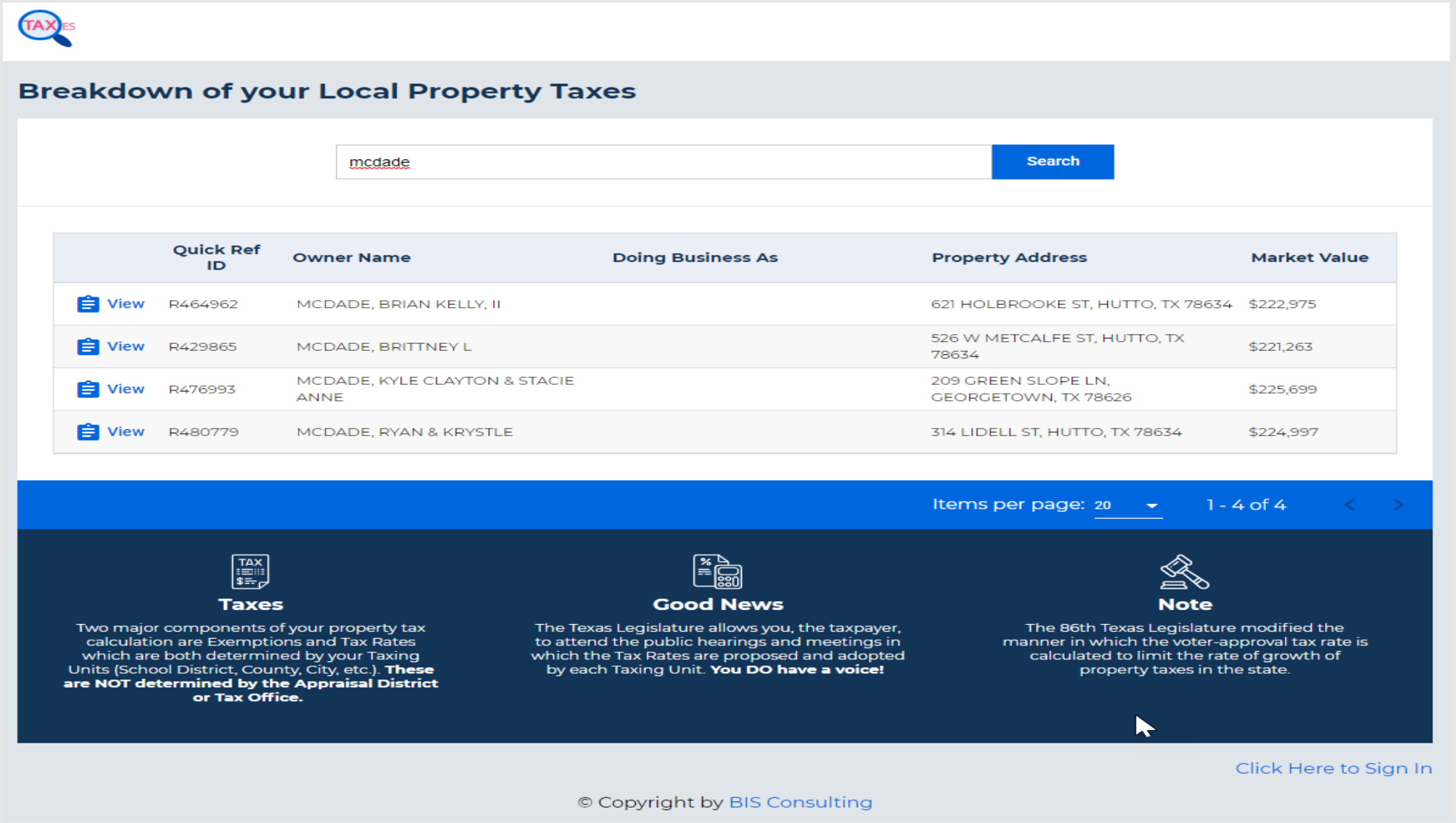
Listed on the property details in WCAD's online property search. It can be found in two locations:

1. In the Owner Information section
2. In the Entities and Exemptions section

SB2 -TAX RATE WEBSITE

http://Williamsonpropertytaxes.org

Williamsonpropertytaxes.org



MCDADE, KYLE CLAYTON & STACIE ANNE
209 GREEN SLOPE LN, GEORGETOWN, TX 78626

Quick Ref ID: R476993
Owner ID: O0480880
Geo ID: R-20-9165-000A-0026

Taxes

Two major components of your property tax calculation are Exemptions and Tax Rates which are both determined by your Taxing Units (School District, County, City, etc.). **These are NOT determined by the Appraisal District or Tax Office.**

Taxing Unit	Last Year's Taxes (2018)	No New Revenue Taxes (2019)	Voter-Approval Taxes (2019)	Proposed Taxes (2019)	Adopted Taxes (2019)	Difference Between No New Revenue and Proposed (2019)
Williamson CAD	N/A	N/A	N/A	N/A	N/A	N/A
City of Georgetown	$925.72 0.420000	$912.06 0.413261	$926.94 0.420000	$926.94 0.420000	$926.94 0.420000	$14.87 0.006739
Georgetown Independent School District	$2,823.78 1.409000	$2,726.09 1.358300	$2,687.36 1.339000	$2,687.36 1.339000	$2,687.36 1.339000	-$38.73 -0.019300
Williamson County	$944.53 0.419029	$915.93 0.405821	$945.04 0.418719	$1,052.95 0.466529	$945.04 0.418719	$137.02 0.060708
Williamson County FM/RD	$88.96 0.040000	$86.09 0.038656	$89.08 0.040000	$89.08 0.040000	$89.08 0.040000	$2.99 0.001344
Total	**$4,783.00**	**$4,640.18**	**$4,648.42**	**$4,756.33**	**$4,648.42**	**$116.15**

NO NEW REVENUE RATE

A calculated rate that would provide the taxing unit with approximately the same amount of revenue it received in the previous year on properties taxed in both years. This rate calculation does not include the impact of additional tax revenue resulting from new construction.

VOTER-APPROVAL RATE

Tax rate level that allows the taxing jurisdiction to collect more taxes, not including debt repayment, than the previous year. This is the maximum tax increase allowed by law without triggering an election to "rollback" the taxes.

PROPOSED RATE

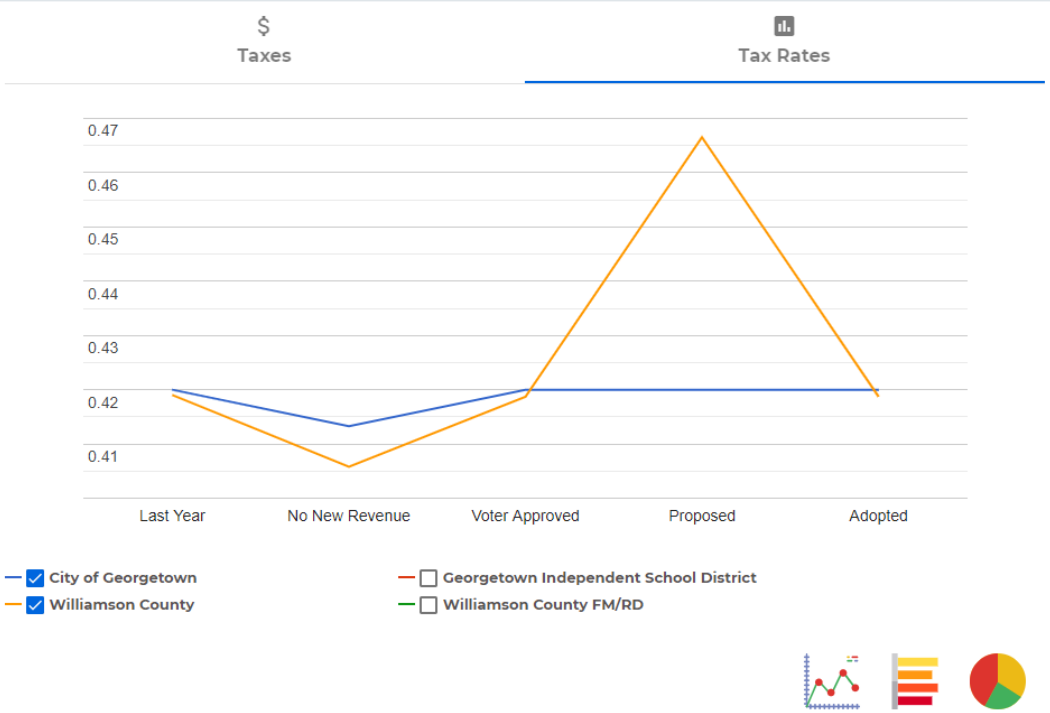
This is the tax rate that is proposed by the taxing unit.

ADOPTED RATE

This is the tax rate that was adopted by the taxing unit for the specified tax year.

Tax Calculation:

Taxes Due = (Taxable Value * Tax Rate) / 100 Taxable Value = Assessed Value – Exemptions
Exemptions might include Homestead, Over65, Disabled Person, Disabled Veteran, etc.



Tax Rate Public Hearings

Good News: The Texas Legislature allows you, the taxpayer, to attend the public hearings and meetings in which the Tax Rates are proposed and adopted by each Taxing Unit. **You do have a voice!**
Below is the date / time / location of every public hearing and public meeting in which the Tax Rates are proposed and adopted.

City of Georgetown (view details)
No public hearings scheduled

Georgetown Independent School District (view details)
No public hearings scheduled

Williamson County (view details)
No public hearings scheduled

Williamson County FM/RD (view details)
No public hearings scheduled

Taxable Values

Two major components of your property tax calculation are Exemptions and Tax Rates which are both determined by your Taxing Units (School District, County, City, etc.). **These are NOT determined by the Appraisal District or Tax Office.**

Taxing Unit	Year	Assessed Value	Exemption Amount	Taxable Value
Williamson CAD	**2019** 2018	**$225,699** $225,410	**$0** $0	**$225,699** $225,410
City of Georgetown	**2019** 2018	**$225,699** $225,410	**$5,000** $5,000	**$220,699** $220,410
Georgetown Independent School District	**2019** 2018	**$225,699** $225,410	**$25,000** $25,000	**$200,699** $200,410
Williamson County	**2019** 2018	**$225,699** $225,410	**$0** $0	**$225,699** $225,410
Williamson County FM/RD	**2019** 2018	**$225,699** $225,410	**$3,000** $3,000	**$222,699** $222,410

Tax Calculation:

Taxes Due = (Taxable Value * Tax Rate) / 100 Taxable Value = Assessed Value – Exemptions
Exemptions might include Homestead, Over65, Disabled Person, Disabled Veteran, etc.

Exemptions and Tax Rates are both determined by your Taxing Units (School District, County, City, etc.) Market Value and Assessed Value are both determined by your Appraisal District

Public Feedback

The property owner is invited to provide feedback regarding the Proposed Tax rates for the Taxing Units listed below. Please enter your contact information, enter your feedback, and press submit.

Email Enter email

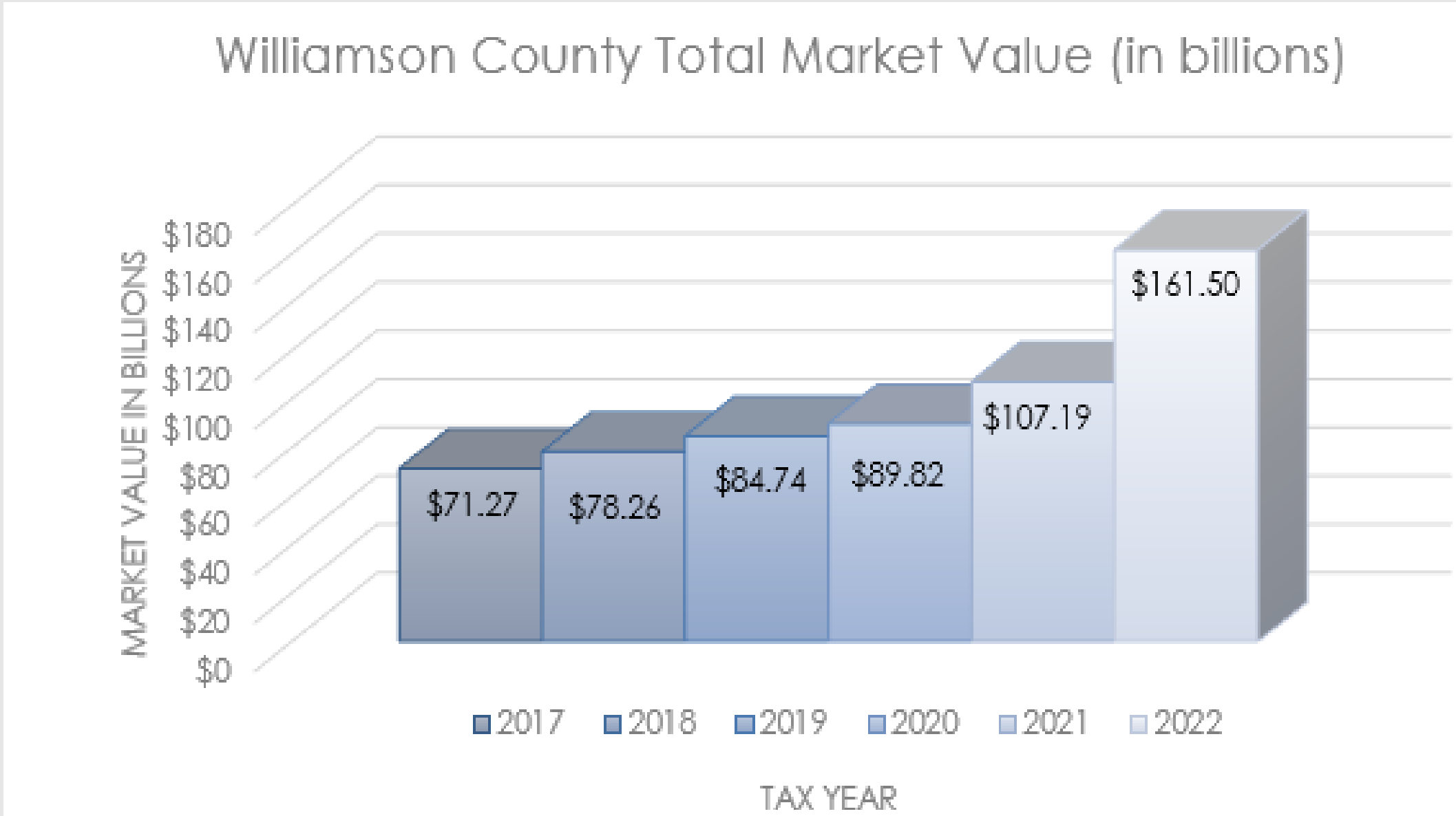
Phone Number Enter phone number

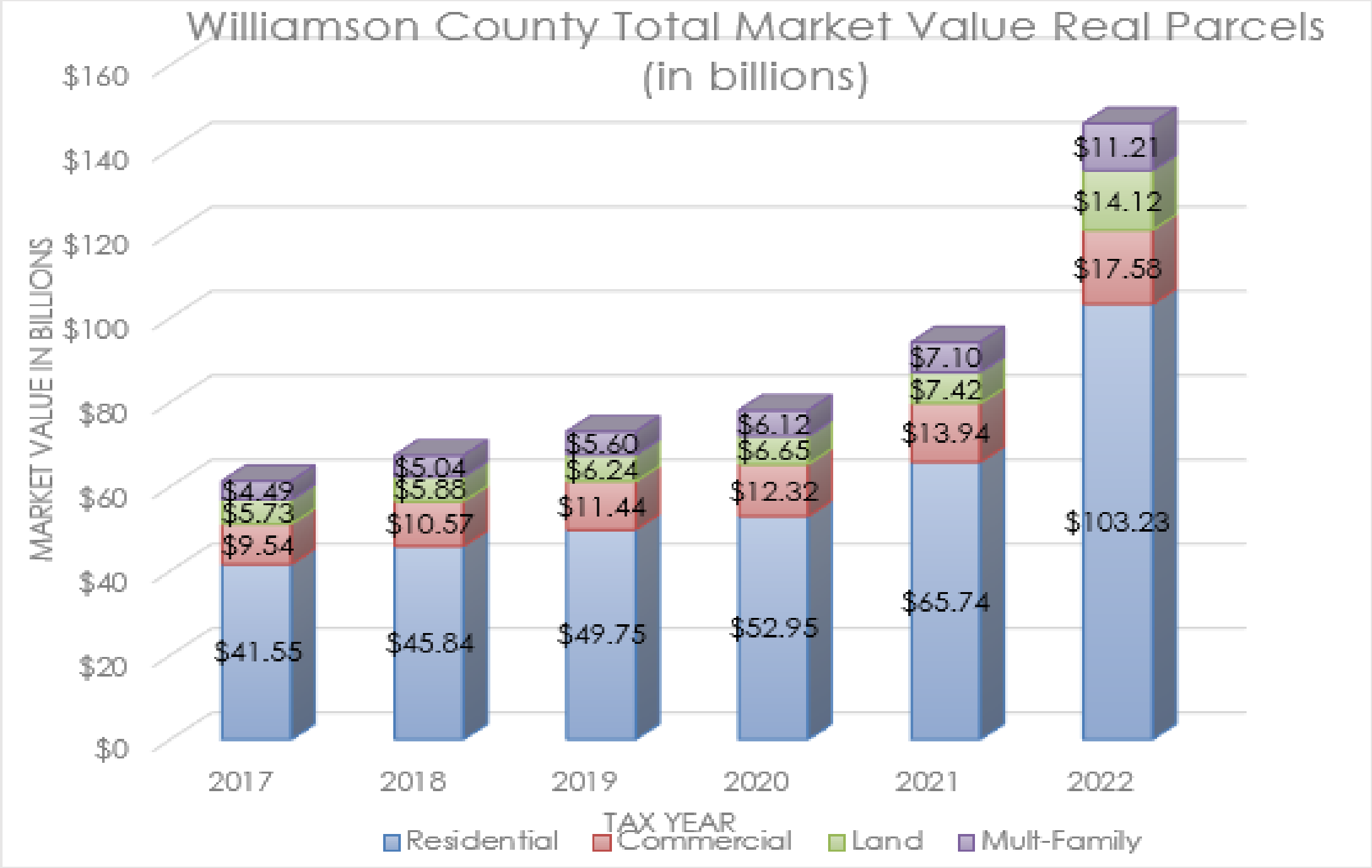
Taxing Unit	Proposed Taxes (2019)	I support the proposed tax rate	Comments:
City of Georgetown	**0.420000** $926.94	◯ Yes ◯ No	
Georgetown Independent School District	**1.339000** $2,687.36	◯ Yes ◯ No	
Williamson County	**0.466529** $1,052.95	◯ Yes ◯ No	
Williamson County FM/RD	**0.040000** $89.08	◯ Yes ◯ No	

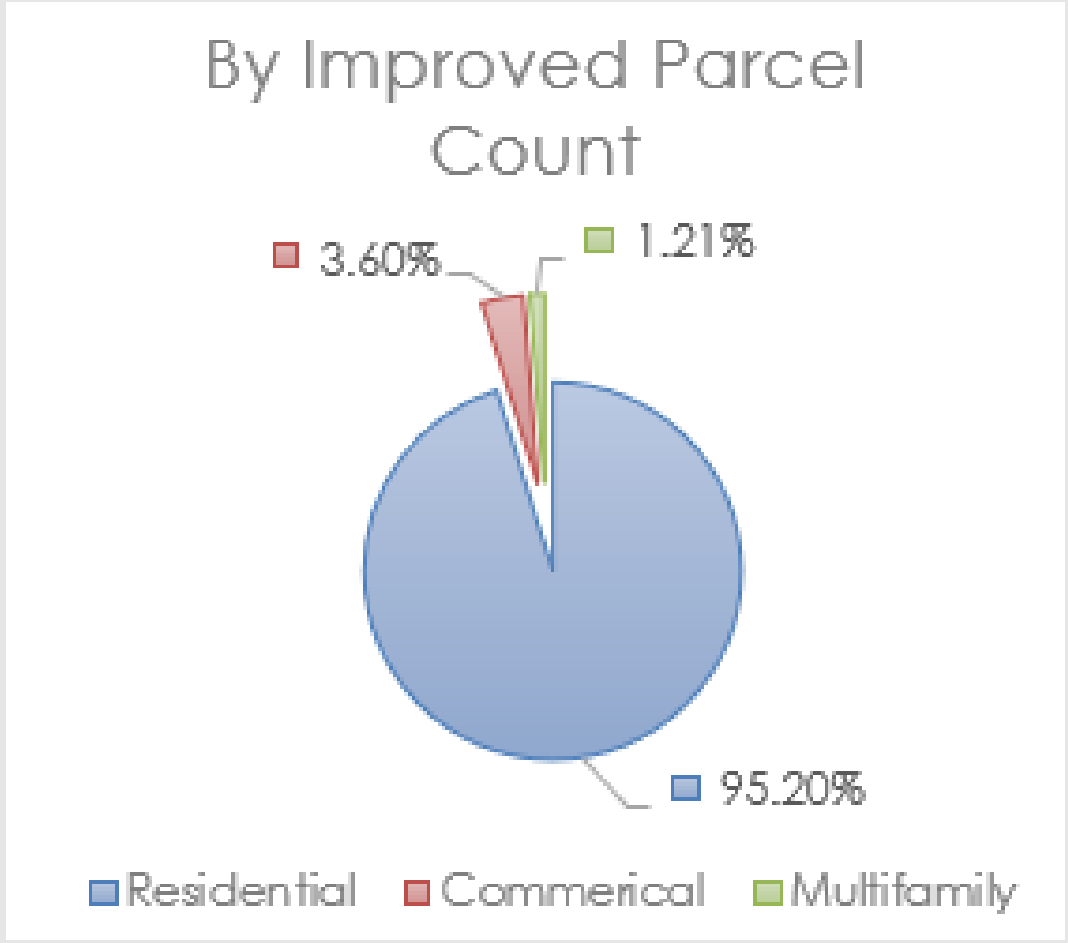
I'm not a robot reCAPTCHA Privacy - Terms

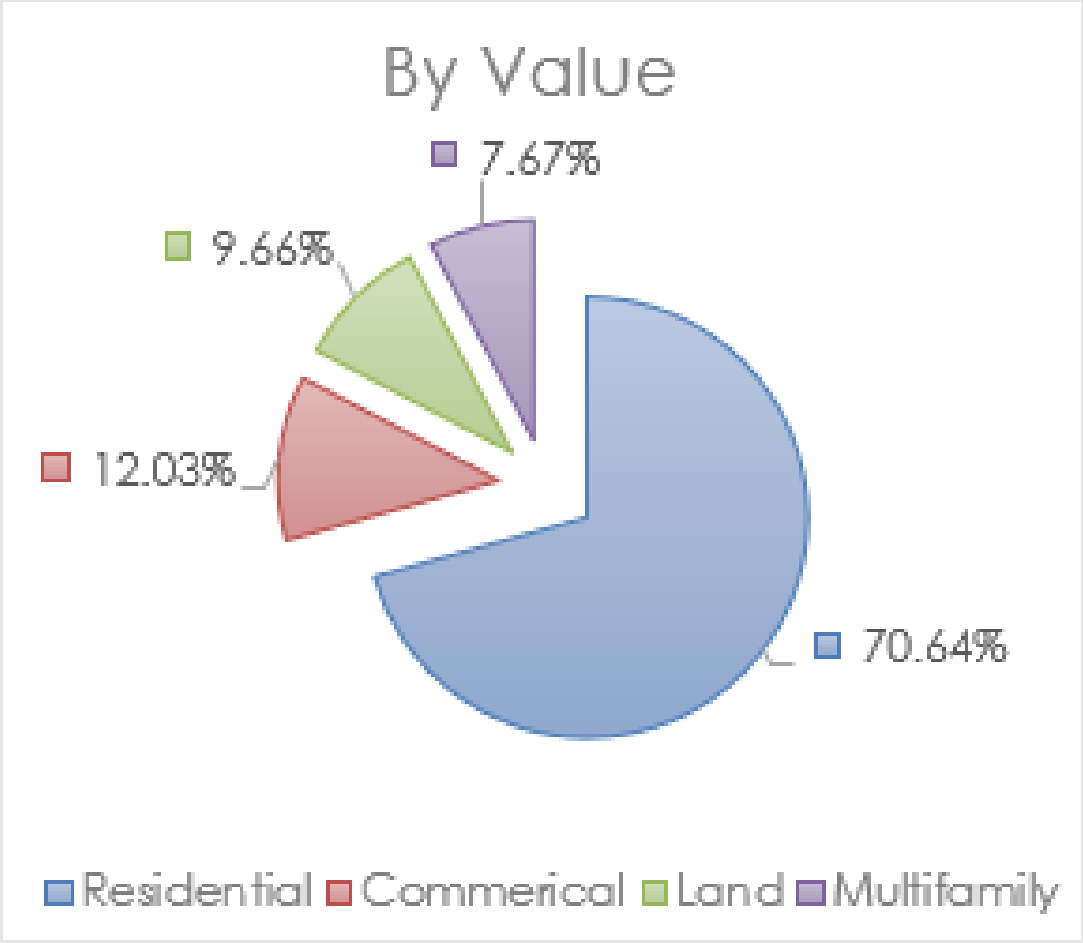
Submit Feedback

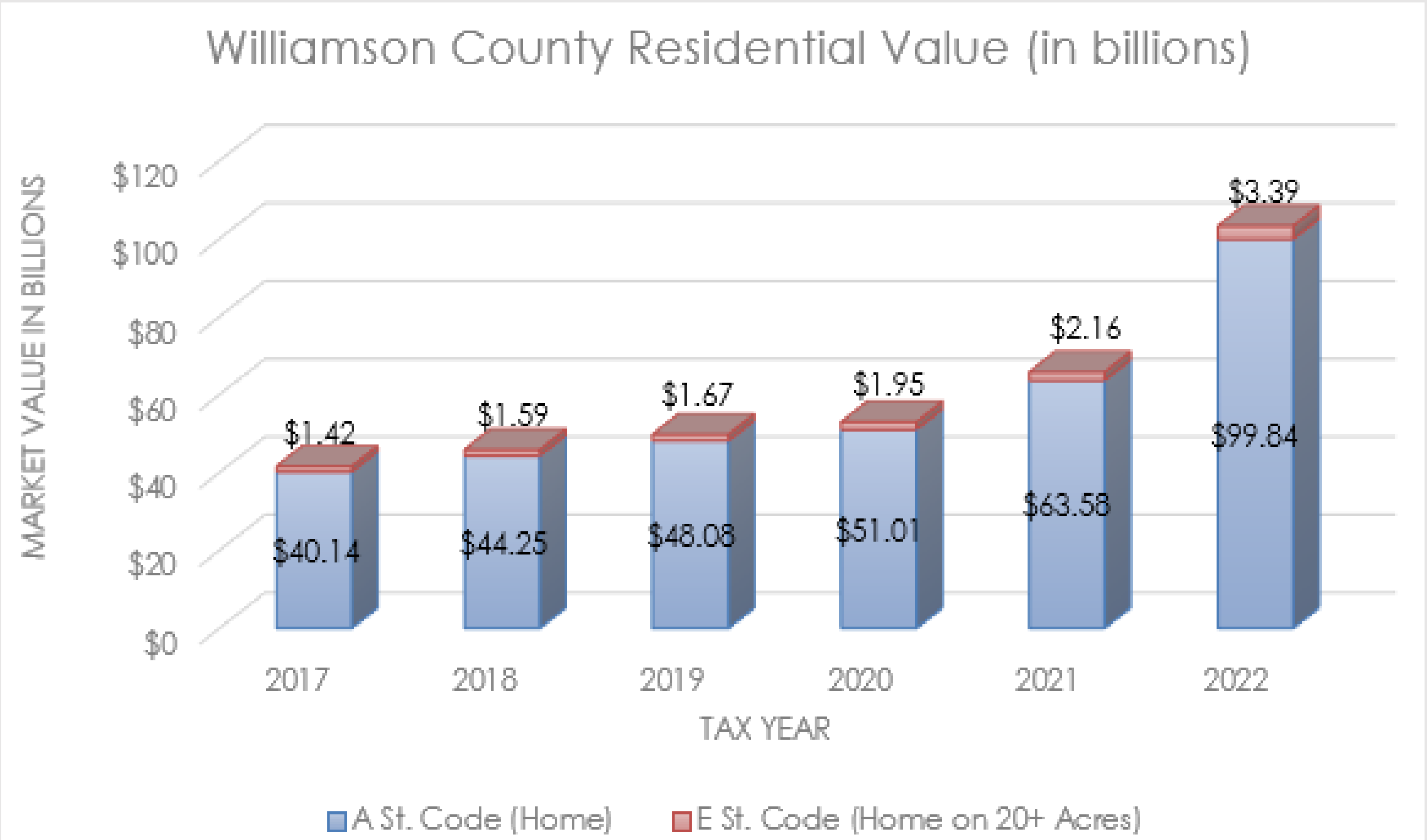
WCAD APPRAISAL DATA 2022

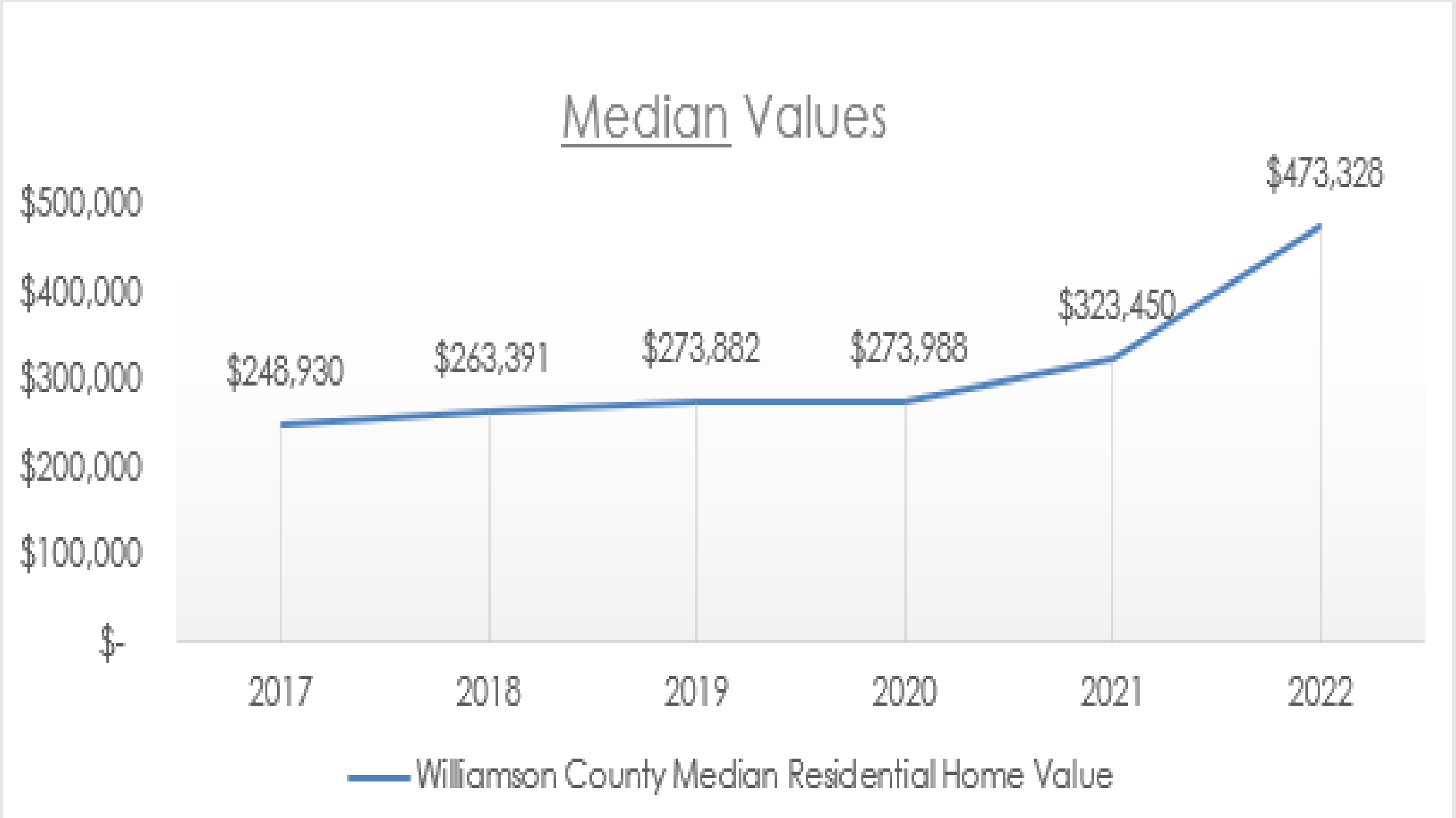

Williamson County Total Market Value (in billions)
MARKET VALUE IN BILLIONS
$180
$160
$140
$120
$100
$80
$60
$40
$20
$0
$71.27
$78.26
$84.74
$89.82
$107.19
$161.50
2017
2018
2019
2020
2021
2022
TAX YEAR

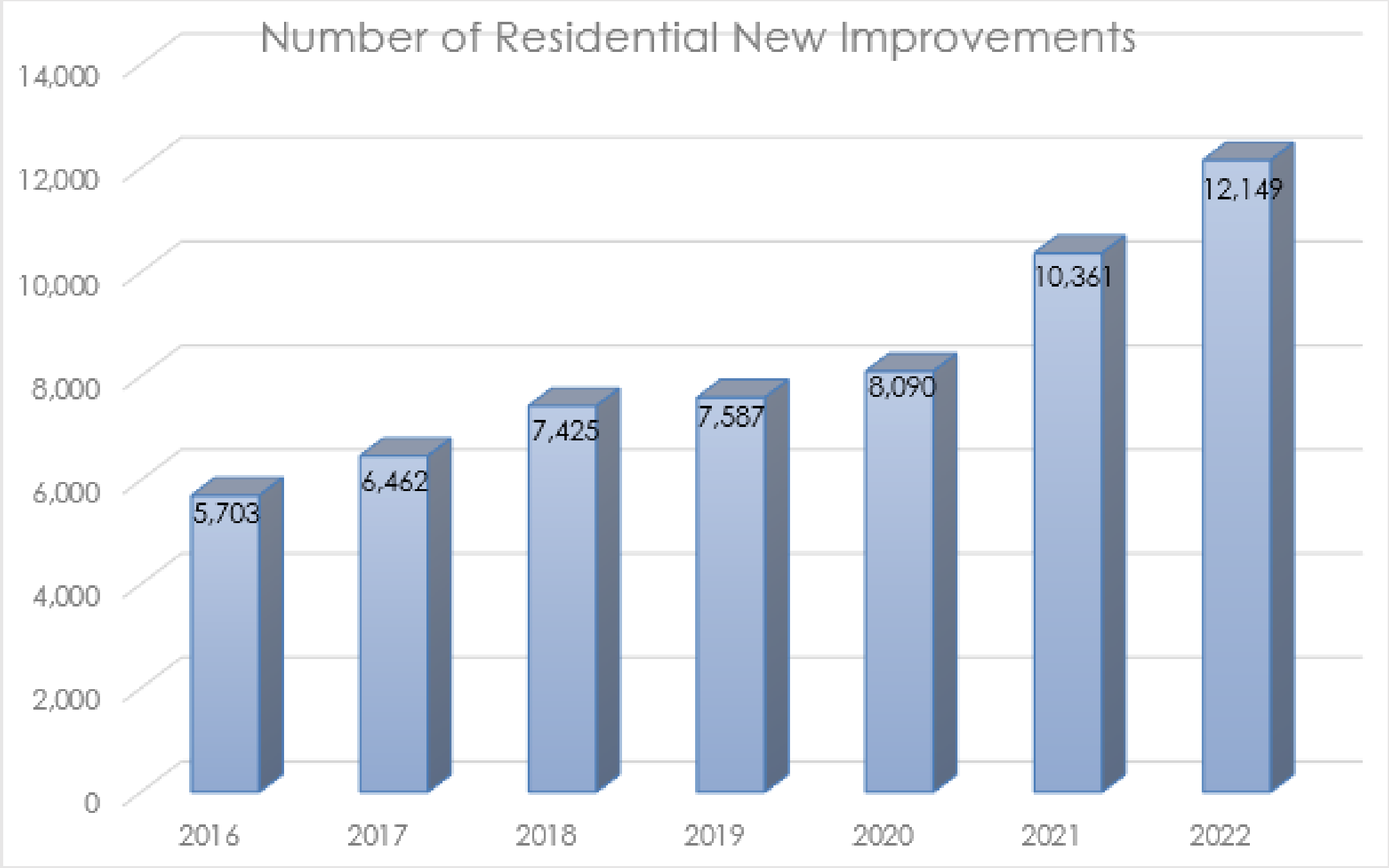

Williamson County Total Market Value Real Parcels
(in billions)
MARKET VALUE IN BILLIONS
$160
$140
$120
$100
$80
$60
$40
$20
$0
$4.49
$5.73
$9.54
$41.55
$5.04
$5.88
$10.57
$45.84
$5.60
$6.24
$11.44
$49.75
$6.12
$6.65
$12.32
$52.95
$7.10
$7.42
$13.94
$65.74
$11.21
$14.12
$17.58
$103.23
2017
2018
2019
2020
2021
2022
TAX YEAR
Residential
Commercial
Land
Mult-Family

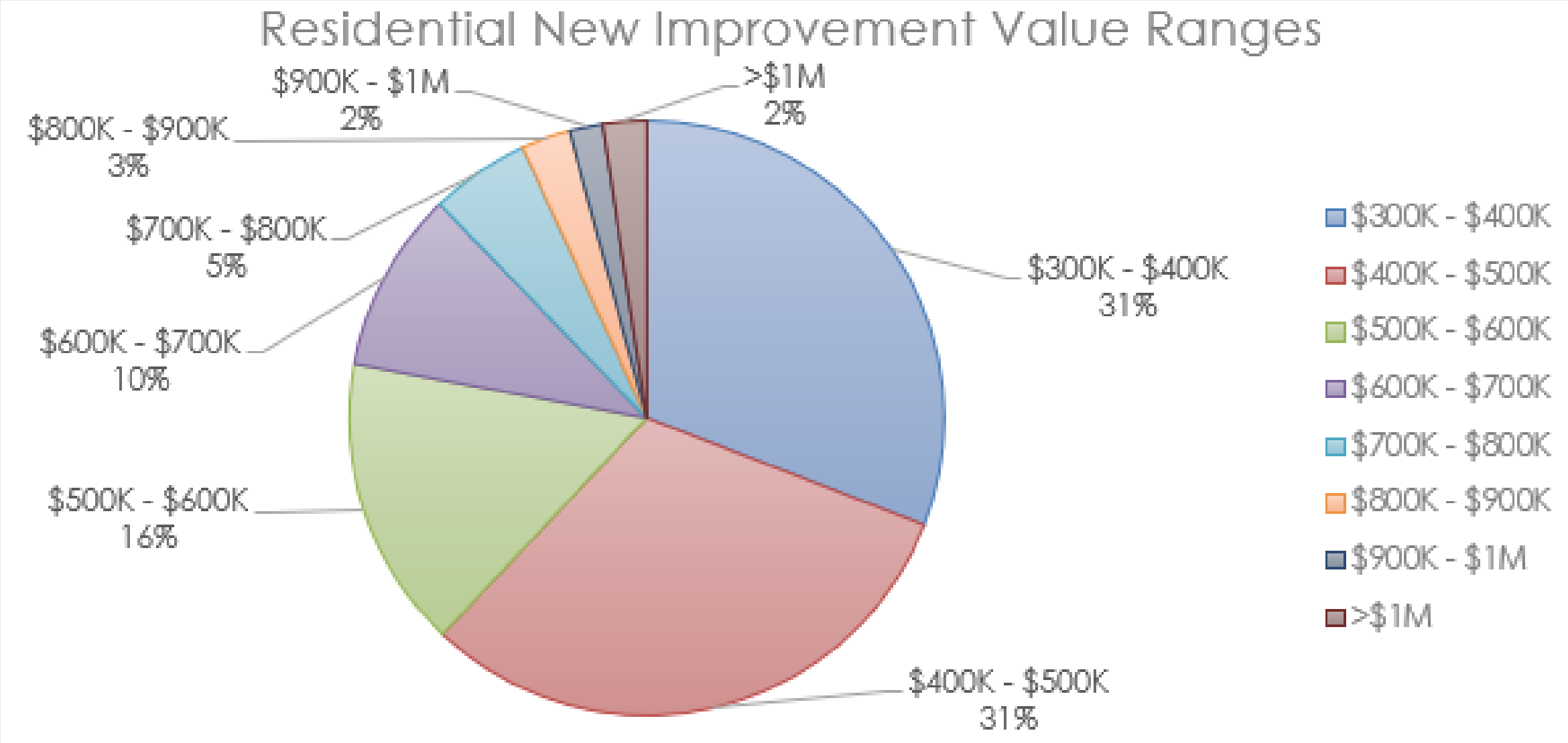

By Improved Parcel Count
3.60%
1.21%
95.20%
Residential
Commerical
Multifamily

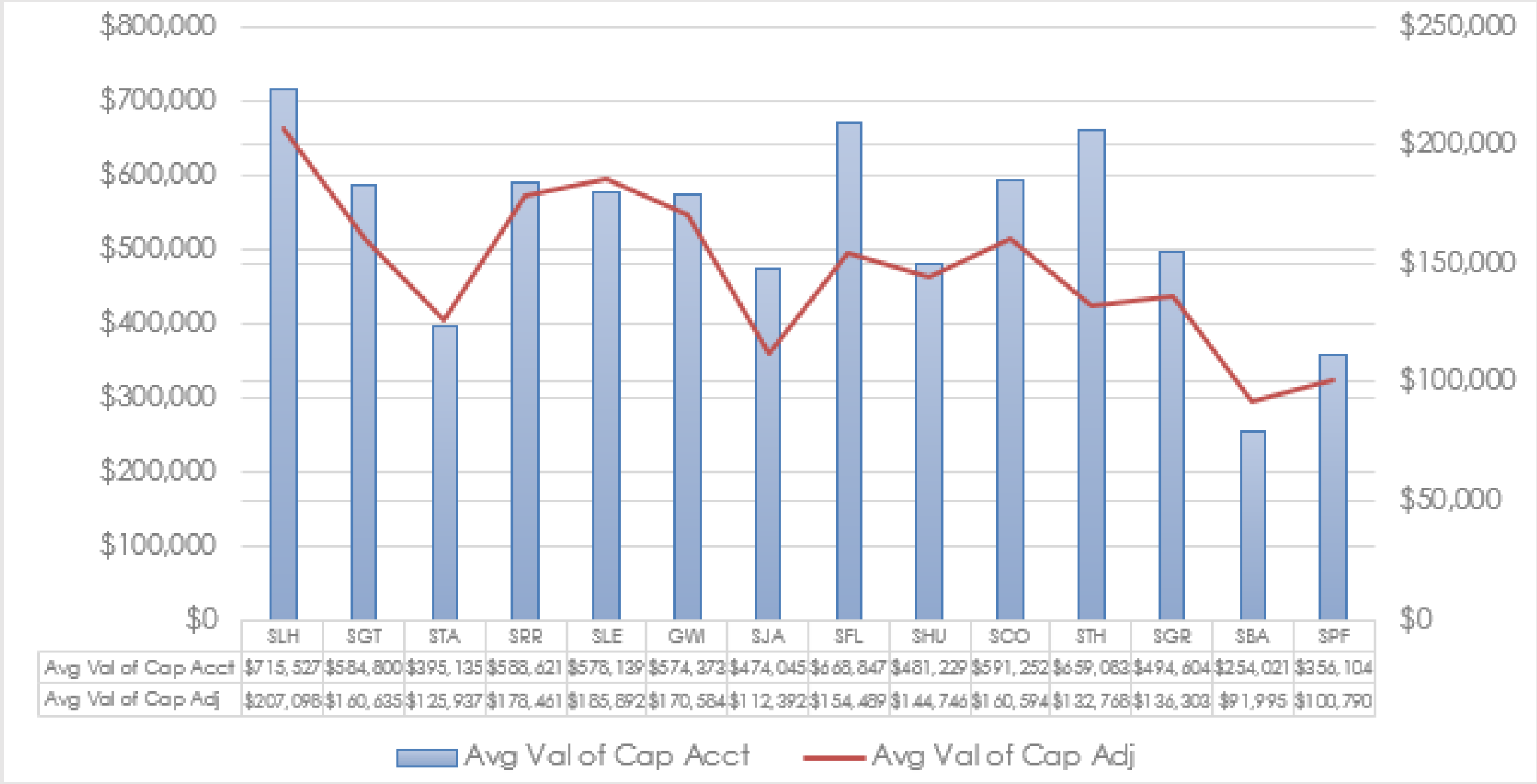

By Value
7.67%
9.66%
12.03%
70.64%
Residential
Commerical
Land
Multifamily


Williamson County Residential Value (in billions)
MARKET VALUE IN BILLIONS
$120
$100
$80
$60
$40
$20
$0
$1.42
$1.59
$1.67
$1.95
$2.16
$3.39
$40.14
$44.25
$48.08
$51.01
$63.58
$99.84
2017
2018
2019
2020
2021
2022
TAX YEAR
A St. Code (Home)
E St. Code (Home on 20+ Acres)


Median Values
$500,000
$400,000
$300,000
$200,000
$100,000
$-
$248,930
$263,391
$273,882
$273,988
$323,450
$473,328
2017
2018
2019
2020
2021
2022
Williamson County Median Residential Home Value

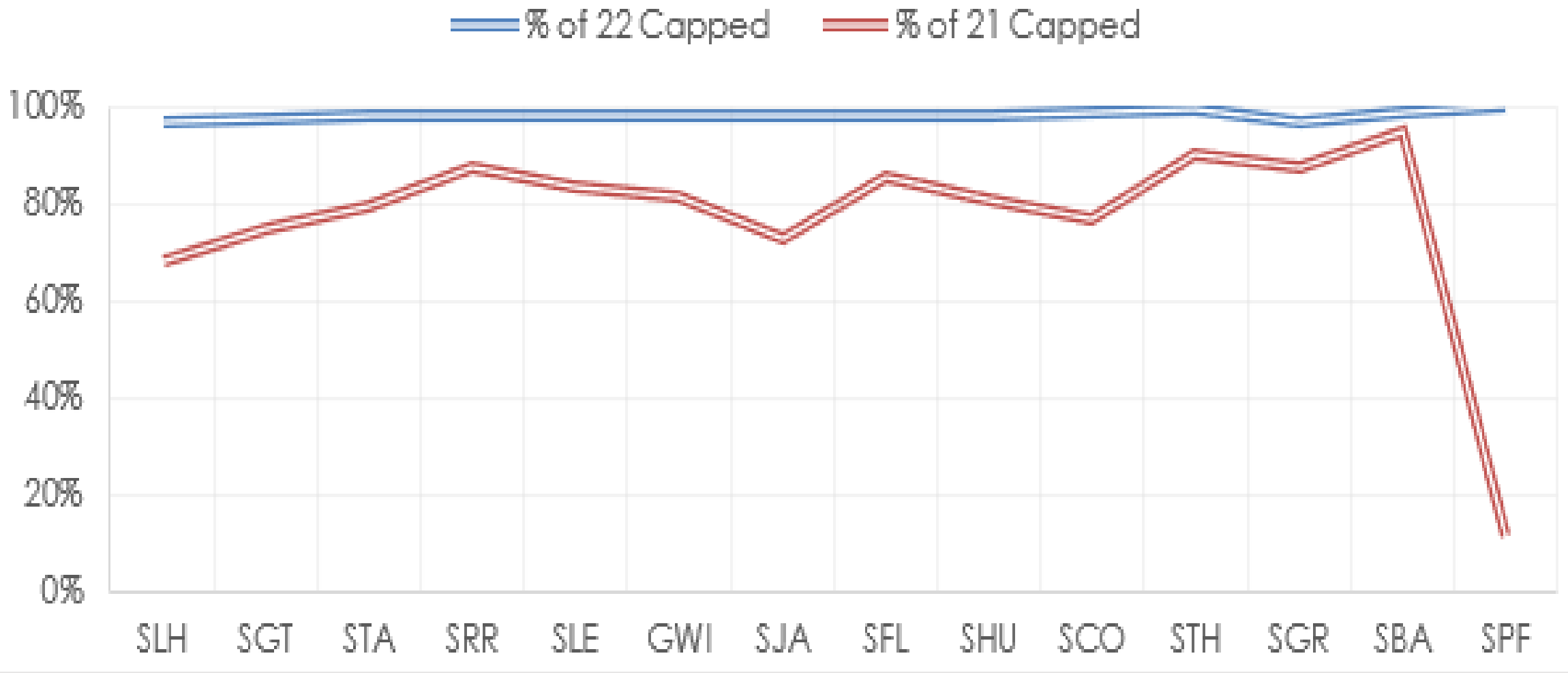

Number of Residential New Improvements
14,000
12,000
10,000
8,000
6,000
4,000
2,000
0
5,703
6,462
7,425
7,587
8,090
10,361
12,149
2016
2017
2018
2019
2020
2021
2022

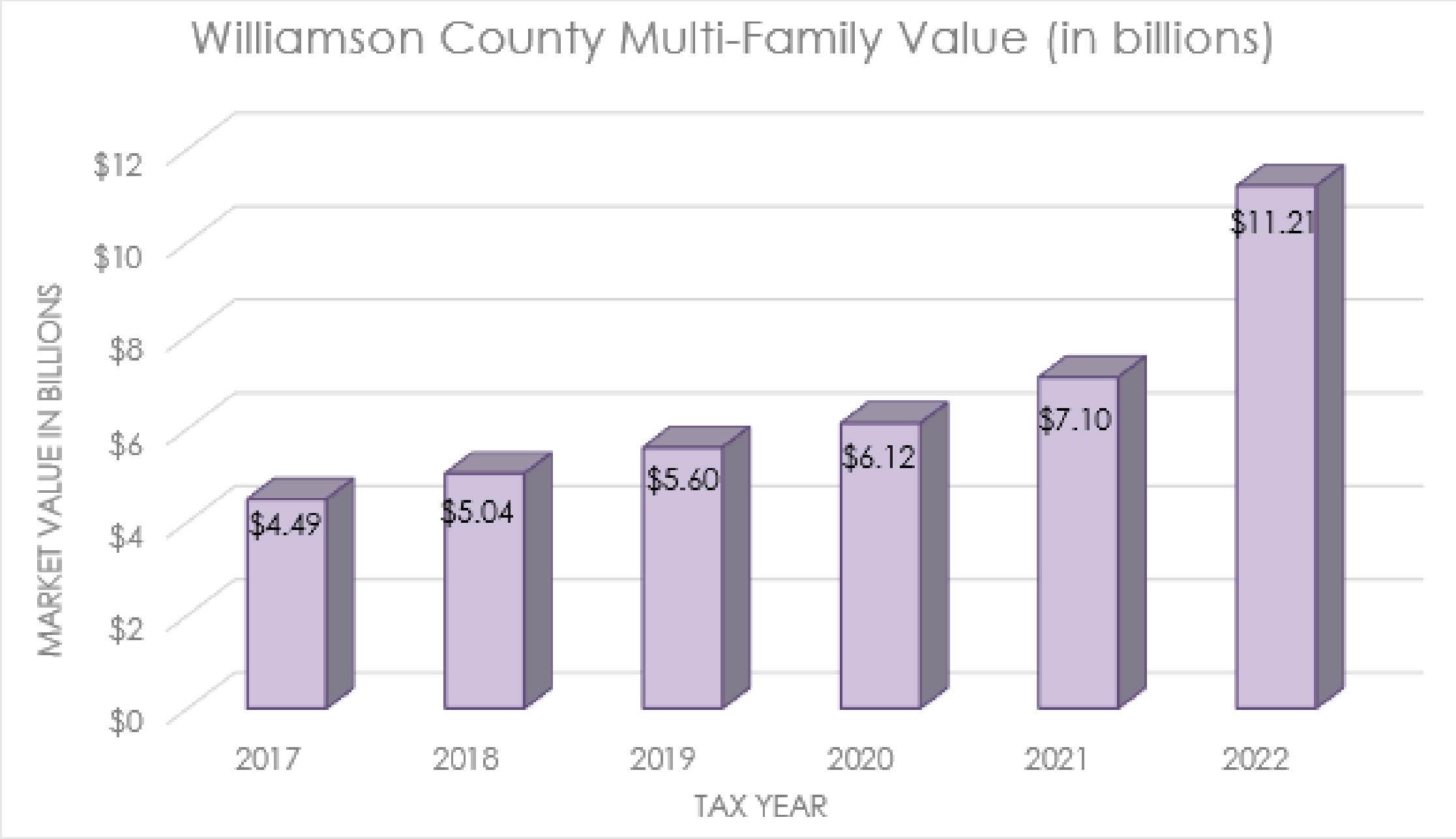

Residential New Improvement Value Ranges
$900K - $1M
2%
>$1M
2%
$800K - $900K
3%
$700K - $800K
5%
$600K - $700K
10%
$500K - $600K
16%
$300K - $400K
31%
$400K - $500K
31%
$300K - $400K
$400K - $500K
$500K - $600K
$600K - $700K
$700K - $800K
$800K - $900K
$900K - $1M
>$1M

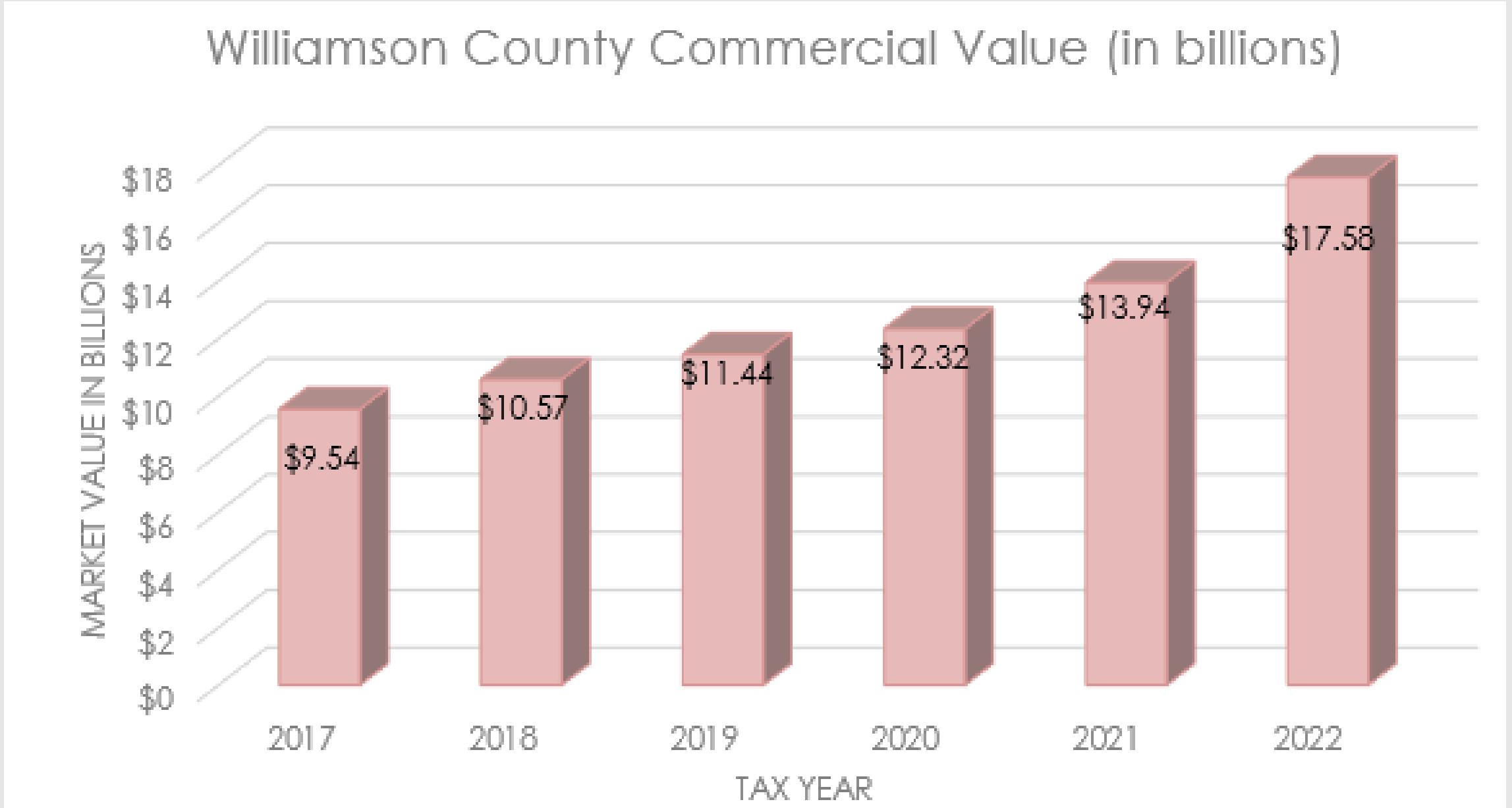


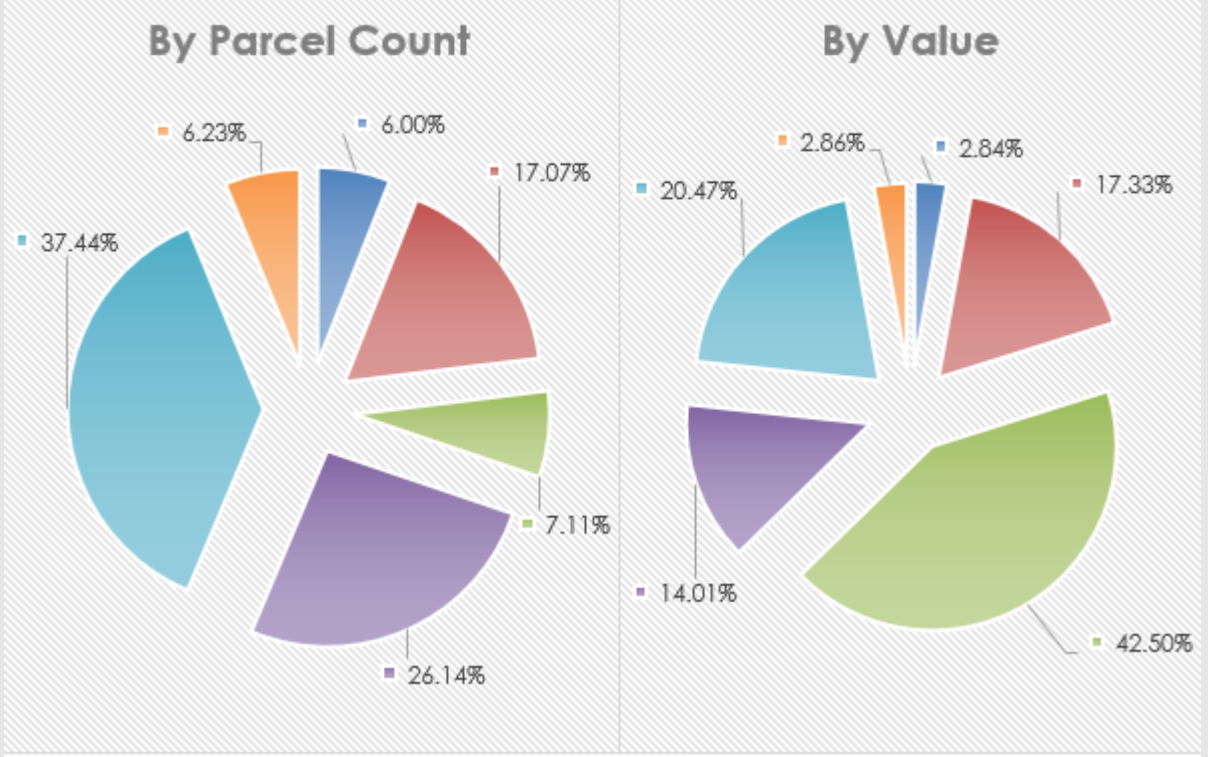
	SLH	SGT	STA	SRR	SLE	GWI	SJA	SFL	SHU	SCO	STH	SGR	SBA	SPF
Avg Val of Cap Acct	$715,527	$584,800	$395,135	$588,621	$578,139	$574,373	$474,045	$668,847	$481,229	$591,252	$659,083	$494,604	$254,021	$356,104
Avg Val of Cap Adj	$207,096	$160,635	$125,937	$178,461	$185,892	$170,584	$112,392	$154,489	$144,746	$160,594	$132,768	$136,303	$91,995	$100,790

ISDS & WILCO CAPPED ACCOUNTS

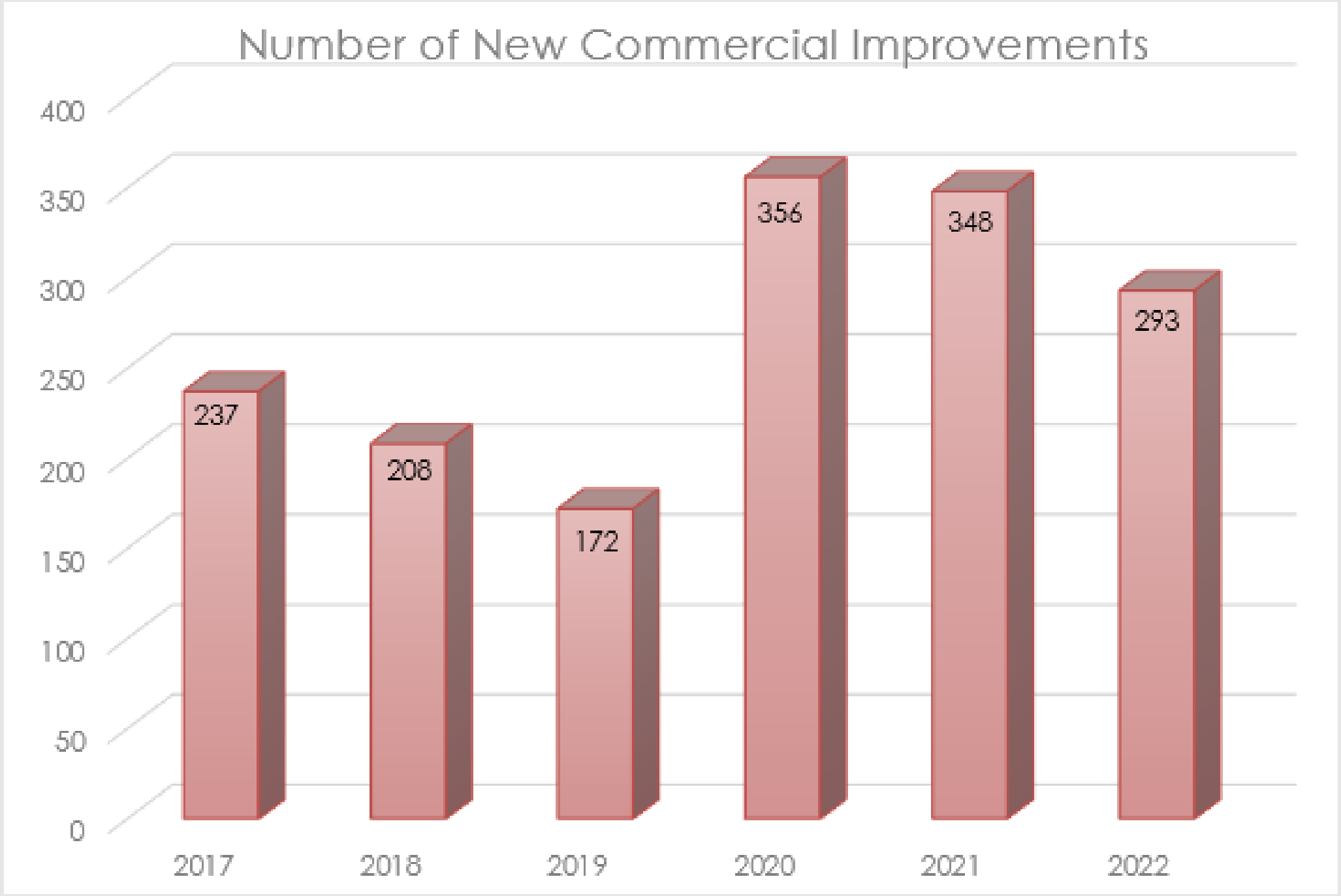



Williamson County Multi-Family Value (in billions)
MARKET VALUE IN BILLIONS
$12
$10
$8
$6
$4
$2
$0
$4.49
$5.04
$5.60
$6.12
$7.10
$11.21
2017
2018
2019
2020
2021
2022
TAX YEAR

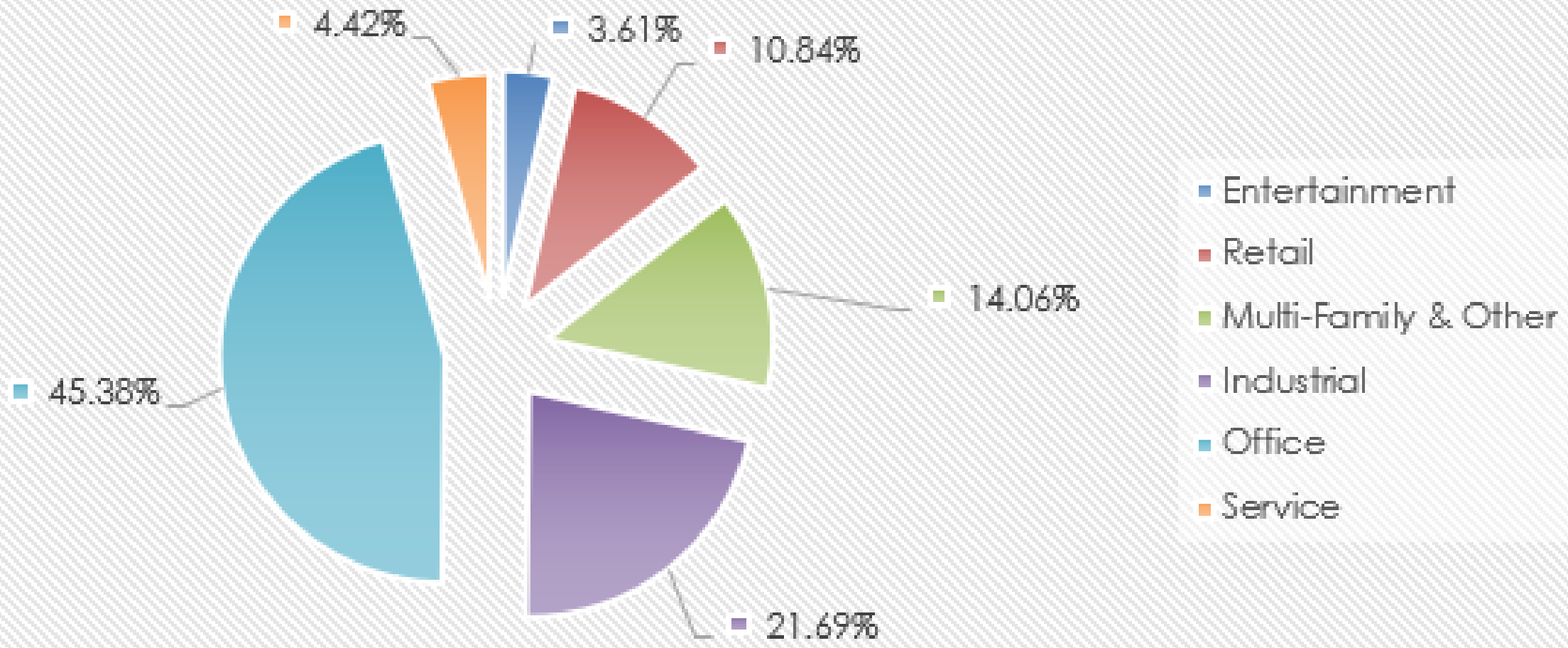

Williamson County Commercial Value (in billions)
MARKET VALUE IN BILLIONS
$18
$16
$14
$12
$10
$8
$6
$4
$2
$0
$9.54
$10.57
$11.44
$12.32
$13.94
$17.58
2017
2018
2019
2020
2021
2022
TAX YEAR

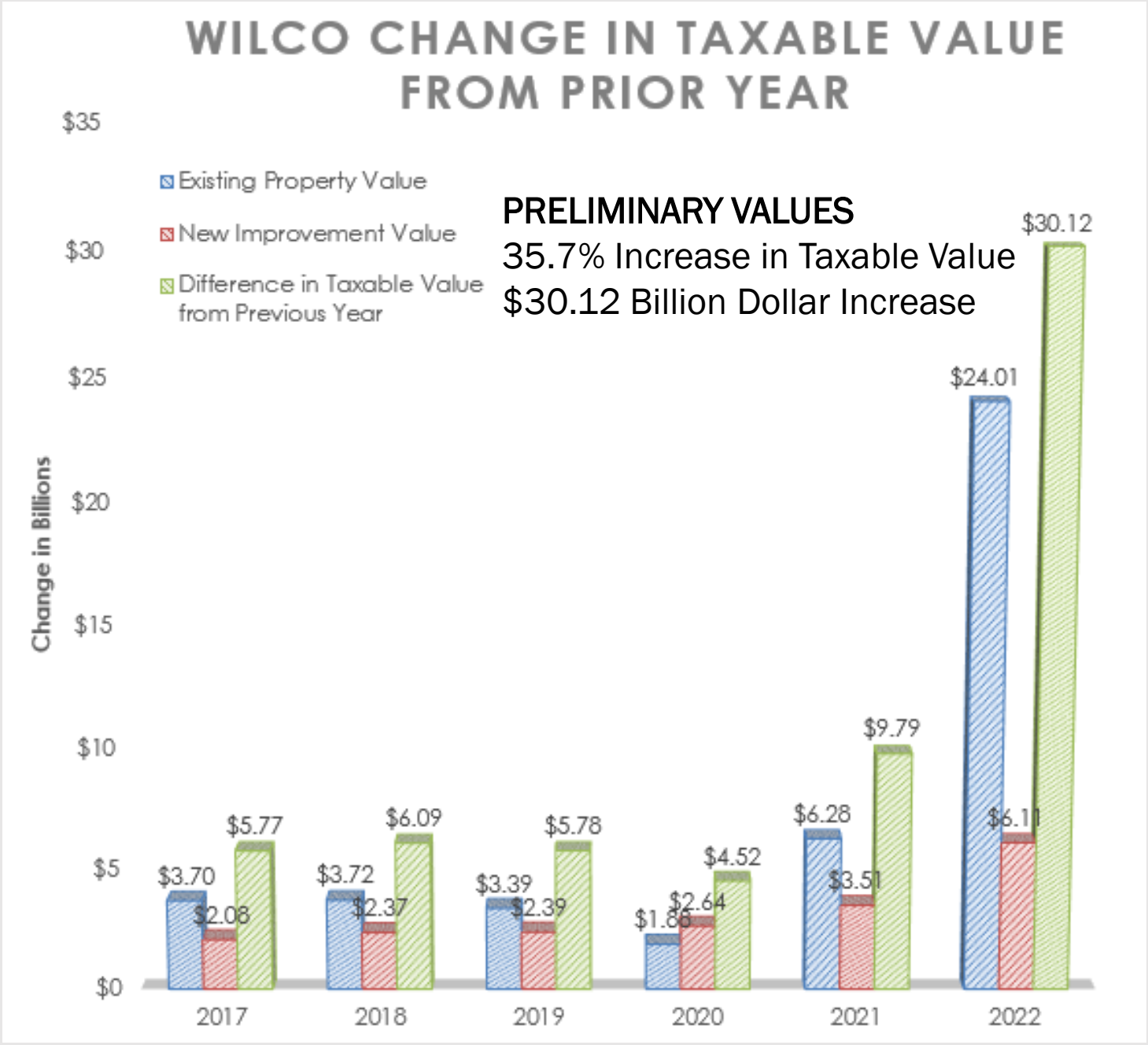


Commercial Property


Number of New Commercial Improvements
400
350
300
250
200
150
100
50
0
237
208
172
356
348
293
2017
2018
2019
2020
2021
2022

Commercial New Improvements By Category




WILCO CHANGE IN TAXABLE VALUE FROM PRIOR YEAR
Existing Property Value
New Improvement Value
Difference in Taxable Value from Previous Year
PRELIMINARY VALUES
35.7% Increase in Taxable Value
$30.12 Billion Dollar Increase
Change in Billions
$35
$30
$25
$20
$15
$10
$5
$0
$3.70
$2.08
$5.77
$3.72
$2.37
$6.09
$3.39
$2.39
$5.78
$1.88
$2.64
$4.52
$6.28
$3.51
$9.79
$24.01
$6.11
$30.12
2017
2018
2019
2020
2021
2022

Commissioners Court - Regular Session **22.**

Meeting Date: 05/10/2022

vacation cap

Submitted For: Rebecca Clemons **Submitted By:** Rebecca Clemons, Human Resources

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on discussions regarding employee vacation accruals, to include, but not be limited to, postponing changing the vacation accrual cap from 9/30/2022 to 9/30/2023 and/or the payout of accruals.

Background

The Commissioners Court voted in Spring 2021 to reduce the vacation accrual maximums from 160 (or 168 for some shift employees) down to the vacation payout maximum based on years of service. Due to vacancies, a department has requested the change be postponed or a to be determined vacation payout allowed to enable staffing issues to improve and employees to be able to take time off.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	05/03/2022 08:51 AM
Human Resources (Originator)	Rebecca Clemons	05/04/2022 05:41 PM
Form Started By: Rebecca Clemons		Started On: 05/02/2022 02:19 PM
Final Approval Date: 05/04/2022		

Commissioners Court - Regular Session **23.**

Meeting Date: 05/10/2022

ESD 5 Appointment of Gary Kovar

Submitted For: Russ Boles **Submitted By:** Michael Cooper, Commissioner Pct. #4

Department: Commissioner Pct. #4

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on appointing Gary Kovar to the Jarrell ESD #5 Board of Directors, replacing Charles Ashby for the remainder of his two year term that began on January 1, 2020 and will end on December 31, 2022.

Background

Gary Kovar will fill the open position left by Charles Ashby. Mr. Kovar has been very active in the Jarrell community since 2004. He has been a Williamson County small business owner for over 40 years. He served the Kiwanis Club of Georgetown for 20 years and also served 15 years with the Salvation Army of Austin. Mr. Kovar was interviewed by Commissioner Boles office and his references were verified. His application and resume are attached.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Gary Kovar Resume

Gary Kovar Application

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	05/04/2022 01:01 PM
Form Started By: Michael Cooper		Started On: 05/04/2022 08:58 AM
Final Approval Date: 05/04/2022		

02-09-22

Experience and Training
Self employed business owner for over 40 years, managing employees, over seeing business decisions and payroll and insurance liabilities.
Working with most of the ESD's in the county and some what familiar with some of their fire inspection procedures.

Over 20 years with local Kiwanis Club of Georgetown, served as president, treasure, putting on fund raisers and supporting the community like Relay for Life, Special Olympics and school scholarships.

15 years serving with the Salvation Army of Austin Red Kettle program and then turning into Salvation Army Wilco Red Kettle program supporting Georgetown and Williamson County as volunteer coordinator over seeing the volunteers and handling all the money collected. Retired from Salvation Army in 2019

My reason for my serving on the board is that I was ask by various people in my community that thought I would be an asset to the board.

Gary W. Kovar
[redacted]
Jarrell, Texas 76537

Williamson County
Application for Emergency Service District Board of Commissioners

Date: 02-09-22

Application for ESD # Jarrell FD #5

Name Gary W. Kovar

Address [redacted]

Home Phone # N/A Work Phone # [redacted]

Cell Phone # [redacted] Email Address [redacted]

Do you live in the district and if so, for how long? 2004-current

Do you own property in the district and if so, for how long? 2004

Are you a registered voter? yes

Please describe any experience and/or training you may have that would qualify you for this position, especially experience in management, financial or budget oversight and/or fire or emergency services.

Please describe any community or public service in which you have participated in the last ten years.
See attached

Please explain briefly your reasons for interest in serving on the board. See attached

Are you a relative of anyone who is employed by this ESD and/or Fire Department that serves the ESD? NO

If yes, please name the relative and your relationship with him/her.

Have you ever been convicted of a crime? If yes, please provide an explanation. NO

Please add any other relevant information.

Please attach additional pages if necessary.

Commissioners Court - Regular Session **24.**

Meeting Date: 05/10/2022

Constable Precinct 4 Budget Amendment for 2022 Budget

Submitted By: Pam Navarrette, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstance to approve a budget amendment to acknowledge additional revenues for the General Fund.

Background

The budget amendment recognizes insurance proceeds received for repairs on a Constable Precinct 4 vehicle. The proceeds are being used to offset the repair expense to a Constable Precinct 4 vehicle that was damaged in an accident.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.364100	Insurance Proceeds	$2,266.57

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/28/2022 04:15 PM
Form Started By: Pam Navarrette		Started On: 04/26/2022 08:27 AM
Final Approval Date: 04/28/2022		

Commissioners Court - Regular Session **25.**

Meeting Date: 05/10/2022

Constable Precinct 4 Budget Amendment for 2022 Budget

Submitted By: Pam Navarrette, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances to approve a budget amendment to acknowledge additional expenditures for the Constable Precinct 4.

Background

The budget amendment recognizes insurance proceeds received to repair a damaged Constable Precinct 4 vehicle. The proceeds are being used to offset the expenditures on a damaged vehicle.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.554.004541	Vehicle Maintenance	$2,266.57

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/28/2022 04:15 PM
Form Started By: Pam Navarrette		Started On: 04/26/2022 08:32 AM
Final Approval Date: 04/28/2022		

Commissioners Court - Regular Session **26.**

Meeting Date: 05/10/2022

BA Maint OT Rev 05.10.22

Submitted For: Melanie Denny **Submitted By:** Melanie Denny, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for the General Fund.

Background

The budget amendment is to recognize the additional revenue and expenditures related to the filming of the HBO limited series titled Love & Death. North Center Production reimbursed the county for the overtime paid to facilities personnel for after-hours work during the filming of the series. The overtime was approved on the March 8, 2022, Commissioners Court agenda.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.370500	Miscellaneous Revenue	$5,136.53

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	05/03/2022 03:56 PM
Form Started By: Melanie Denny		Started On: 05/02/2022 10:04 AM
Final Approval Date: 05/03/2022		

Commissioners Court - Regular Session **27.**

Meeting Date: 05/10/2022

BA Maint OT Exp 05.10.22

Submitted For: Melanie Denny **Submitted By:** Melanie Denny, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for Facilities.

Background

The budget amendment is to recognize the additional revenue and expenditures related to the filming of the HBO limited series titled Love & Death. North Center Production reimbursed the county for the overtime paid to facilities personnel for after-hours work during the filming of the series. The overtime was approved on the March 8, 2022, Commissioners Court agenda.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0509.001110	Overtime	$4,148.05
	0100.0509.002010	FICA	$317.33
	0100.0509.002020	Retirement	$671.15

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	05/03/2022 03:57 PM
Form Started By: Melanie Denny		Started On: 05/02/2022 10:05 AM
Final Approval Date: 05/03/2022		

Commissioners Court - Regular Session **28.**

Meeting Date: 05/10/2022

Mobile Outreach Team Budget Amendment for 2022 Budget

Submitted By: Pam Navarrette, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstance to approve a budget amendment to acknowledge additional revenue for the General Fund.

Background

The budget amendment recognizes insurance proceeds received for repairs on a Mobile Outreach Team vehicle. The proceeds are being used to offset the repair expense to a Mobile Outreach Team vehicle that was damaged in an accident.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.364100	Insurance Proceeds	$1,538.71

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	05/04/2022 03:21 PM
Form Started By: Pam Navarrette		Started On: 05/04/2022 01:45 PM
Final Approval Date: 05/04/2022		

Commissioners Court - Regular Session **29.**

Meeting Date: 05/10/2022

MOT Budget Amendment for 2022 Budget

Submitted By: Pam Navarrette, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances to approve a budget amendment to acknowledge additional expenditures for the Mobile Outreach Team.

Background

The budget amendment recognizes insurance proceeds received to repair a damaged Mobile Outreach Team vehicle. The proceeds are being used to offset the expenditures on a damaged vehicle.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0341.004541	Vehicle Maintenance	$1,538.71

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	05/04/2022 03:20 PM
Form Started By: Pam Navarrette		Started On: 05/04/2022 01:30 PM
Final Approval Date: 05/04/2022		

Commissioners Court - Regular Session **30.**

Meeting Date: 05/10/2022

Salary surplus funds reallocation

Submitted For: Larry Gaddes **Submitted By:** Judy Kocian, County Tax Assessor Collector

Department: County Tax Assessor Collector

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a policy exception for the Tax Assessor/Collector to move salary surplus dollars of 9,655.44 from PCN 1448 to PCN 1444.

Background

This is a request for an exception to the Compensation - Position Salary Surplus policy. PCN 1448 Tax Specialist II has a surplus of funds that the Tax Assessor requests to be moved into PCN 1444 Assistant Tax Manager. The purpose of this request is to promote and compensate the employee that is currently fulfilling the job duties of the Assistant Tax Manager. There is no change in the overall budget. This movement of funds has been discussed with Human Resources.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	05/02/2022 09:15 AM
Form Started By: Judy Kocian		Started On: 04/29/2022 03:47 PM
Final Approval Date: 05/02/2022		

Commissioners Court - Regular Session **31.**

Meeting Date: 05/10/2022

Approval of Exemption for Purchase of TAB Fusion Annual Maintenance for IT Department

Submitted For: Joy Simonton **Submitted By:** Erica Smith, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the purchase of TAB Fusion annual maintenance in the amount of $6,440.59 and exempting the purchase from the competitive bidding requirements for said service established by Section 262.024 (a)(7)(D) Captive Replacement Parts and Components for Equipment of the Texas Local Government Code Discretionary Exemptions.

Background

Approval of this item will support IT Department operations. The TAB Fusion RMS system manages the complete lifecycle of both physical and digital records and documents to help easily find, share and manage information from creation through disposition while enforcing records management governance. The software has been used since 2016 and at that time was covered under DIR contract #DIR-TSO-2606. The DIR contract has since expired making this an off contract purchase warranting the need for an exemption. Per legal guidance purchasing suggests that moving forward a new contract be secured. This annual maintenance covers a period of 4/1/2022-3/31/2023. IT, legal, contract audit and budget have reviewed this purchase. This expenditure will be charged to FY22 0390-0390-004505. Department contact is Richard Semple.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

TAB Fusion Maintenance Invoice

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	05/05/2022 09:25 AM
County Judge Exec Asst.	Becky Pruitt	05/05/2022 09:27 AM
Form Started By: Erica Smith		Started On: 04/29/2022 10:00 AM
Final Approval Date: 05/05/2022		

605 4th St
Mayville, WI 53050
USA
Phone: (800) 873-4427
Fax: (920) 387-1898

Invoice Number: [redacted]
Invoice Date: 4/12/2022
Salesperson: Mike V
Currency: USD US Dollar

Bill To: 3356862
WILLIAMSON CTY FACILITIE MAINT
WHSE
301 South East Inner Loop
Georgetown TX 78626
USA

Ship To: 0
WILLIAMSON CTY FACILITIE MAINT
WHSE
301 South East Inner Loop
Georgetown TX 78626
USA

Contract	Customer PO	Service Type	Terms
[redacted]		MAINTENANCE SERVICES	NET 30 DAYS

Line	Item	Description			Amount
1	02246	FUSION MAINTENANCE - PHYSICAL			0.00
	1 Billing Period		4/1/2022	- 3/31/2023	6,440.59

Remit To:
TAB Products Co. LLC
24923 Network Place
Chicago, IL 60673-1249

Please show invoice number on your remittance.

Call (888) 466-8228 (option 4 at prompt) or email tsd@tab.com to pay by credit card or ACH.

Contract Amount:	6,440.59
Sales Tax:	0.00
Paid:	0.00
Net Due:	6,440.59

Commissioners Court - Regular Session **32.**

Meeting Date: 05/10/2022

Approve UC vehicle for County Sheriff

Submitted For: Mike Gleason **Submitted By:** Starla Hall, Sheriff

Department: Sheriff

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action to approve acceptance of asset forfeiture vehicle from the United States Marshall Service to be used as a County vehicle for undercover purposes for the Sheriff's Office.

Background

The Sheriff's Office plans to utilize this vehicle for undercover surveillance/tactical operations and would pay the acquisition costs from discretionary funds in the approximate amount of $3,033.75. We are requesting maintenance and fuel costs to be paid from the general fund, Department 560 (County Sheriff).

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	05/05/2022 09:29 AM
Form Started By: Starla Hall		Started On: 05/05/2022 08:41 AM
Final Approval Date: 05/05/2022		

Commissioners Court - Regular Session **33.**

Meeting Date: 05/10/2022

Award of IFB #22IFB84 Spring 2022 Cul-De-Sac Fog Seal (North Georgetown and FB MUD) to Blacksmith Ventures, LLC for Road and Bridge Department

Submitted For: Joy Simonton **Submitted By:** Stephanie Robles, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding IFB #22IFB84 Spring 2022 Cul-De-Sac Fog Seal (North Georgetown and FB MUD) to Blacksmith Ventures, LLC in the not-to-exceed amount of $314,911.32, and authorizing the execution of the agreement.

Background

Williamson County sent out over 5,500 notifications with 20 document takers and 3 submitting firms to provide materials, experienced fog seal crews and equipment to resurface subdivision cul-de-sacs for Spring 2022 in the North Georgetown and FB MUD. The low, qualified respondent was Blacksmith Ventures, LLC. Funding source: 01.0200.0210.003599 approved for FY22. The point of contact is Kon Kwan.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Bid Tabulation

Recommendation Letter

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	05/05/2022 07:53 AM
County Judge Exec Asst.	Becky Pruitt	05/05/2022 07:58 AM
Form Started By: Stephanie Robles		Started On: 04/19/2022 04:42 PM
Final Approval Date: 05/05/2022		

Agreement for Construction Services

This Agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and Blacksmith Ventures, LLC ("Contractor") is entered into in accordance with the following terms and conditions:

ARTICLE 1 SCOPE OF WORK: The Owner desires to retain Contractor to provide the construction services described herein. The Contractor shall have the overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the following described construction services, or any phase of such services, in accordance with the Owner's requirements and the terms of this Agreement (hereinafter collectively referred to as the "Work"):

As described in the IFB Solicitation #22IFB84, Spring 2022 Cul-de-Sac Fog Seal; including the specifications set forth therein, which is incorporated herein as if copied in full.

ARTICLE 2 CONTRACT PRICE: Owner agrees to pay to the Contractor, for the satisfactory performance of the Work, the not-to-exceed amount of three hundred fourteen thousand nine hundred eleven dollars and thirty-two cents ($314,911.32) in accordance with the terms and conditions of this Agreement.

ARTICLE 3 PLANS AND SPECIFICATIONS: The Work shall be performed pursuant to and in accordance with the following described plans and specifications, as well as any revisions made thereto:

As described in the IFB Solicitation # 22IFB84, including the specifications set forth therein, which is incorporated herein as if copied in full.

Additional Work: Should Owner choose to add additional work, such additional work shall be described in a separate written amendment to this Agreement wherein the additional work shall be described and the parties shall set forth the amount of compensation to be paid by Owner for the additional work. Contractor shall not begin any additional work and Owner shall not be obligated to pay for any additional work unless a written amendment to this Agreement has been signed by both parties.

ARTICLE 4 SUBSTANTIAL AND FINAL COMPLETION:

4.1 Commencement of Work. Contractor shall commence the Work upon instruction to do so from the Owner and Construction shall be deemed to have commenced on the date of such instruction.

4.2 Substantial Completion. "Substantial Completion" means the stage in the progress of the Work when the Work, or designated portions thereof, may still require minor modifications or adjustments but, in the Owner's opinion, the Work has progressed to the point such that all parts of the Work under consideration are fully operational and usable for intended purposes, as evidenced by a Certificate of Substantial Completion approved by the Owner. If a Certificate of Occupancy is required by public authorities having jurisdiction over the Work, said certificate shall be issued before the Work or any portion thereof is considered substantially complete. When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify Owner's Designated Representative (sometimes referred to as the "ODR") and request a determination as to whether the Work or designated portion thereof is substantially complete. If the ODR does not consider the Work substantially complete, the ODR will notify the Contractor giving reasons therefore. Failure on the Owner's part to list a reason does not alter the responsibility of the Contractor to complete all Work in accordance with the terms of this Agreement. After satisfactorily completing items identified by Owner's Designated Representative, the Contractor shall then submit another request for the ODR to determine Substantial Completion. If The ODR considers the Work substantially complete, The ODR will prepare and deliver a certificate of Substantial Completion which shall establish the date of Substantial Completion, shall include a punch list of items to be completed or corrected before final completion and final payment, shall establish the time within which the Contractor shall finish the punch list, and shall establish responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work, warranty and insurance. Failure to include an item on the punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the terms and conditions of this Agreement. The certificate of Substantial Completion shall be signed by the Owner and the Contractor to evidence acceptance of the responsibilities assigned to them in such certificate.

Substantial Completion (as defined in this agreement) for all stages of the Work shall be achieved on or before the following Substantial Completion date:

DATE FOR SUBSTANTIAL COMPLETION: **25 Days From Notice to Proceed**

Under no circumstances will the time for Substantial Completion exceed this date without a written amendment to this Agreement. **THE TIMES SET FORTH IN THE CONSTRUCTION DOCUMENTS ARE AN ESSENTIAL ELEMENT OF THE AGREEMENT. TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THIS AGREEMENT.**

4.3 Final Completion. The Work shall be fully and finally completed **on or before 30 Working Days** ; provided, however, Owner may extend said time period in the event bad weather affects the progress of the Work. Owner shall, at its sole discretion, determine when the Work has been fully and finally completed to its satisfaction.

4.4 Liquidated Damages. For each consecutive calendar day after the date of Substantial Completion that the Work is not Substantially Complete, the Owner may deduct the amount of **$500** from any money due or that becomes due the Contractor, not as a penalty but as liquidated damages representing the parties' estimate at the time of contract execution of the damages that the Owner will sustain for late completion. The parties stipulate and agree that calculating Owner's actual damages for late completion of the Work would be impractical, unduly burdensome, and cause unnecessary delay and that the amount of daily liquidated damages set forth is reasonable.

ARTICLE 5 PAYMENT:

Contractor shall have a duty to submit to the ODR by the end of each month a statement showing the total value of the Work performed during such month. The statement shall also include the value of all sound materials delivered on the Work site and to be included in the Work and all partially completed Work, whether bid as a lump sum or a unit item, which in the opinion of the ODR is acceptable. The ODR shall examine and approve or modify and approve such statement. The Owner shall then pay the Contractor pursuant to Chapter 2251 of the Texas Government Code ("Texas Prompt Payment Act"), as set forth in Article 11.1 of this Agreement, the total amount of the approved statement less all previous payments and all further sums that may by retained by the Owner under the terms of this Agreement or under the law. **Statements are not considered "received" until reviewed by the ODR and an approved statement is submitted to the Williamson County Auditor's Office; therefore, Contractor must ensure timely delivery of statements for review and processing.**

At any time following the completion of all Work, including all punch list items, cleanup, and the delivery of record documents, the Contractor shall submit a certified application for final payment, including all sums held as retainage if any, to the ODR for its review and approval. Contractor shall submit, prior to or with the application for final payment, final copies of all close out documents, including maintenance and operating instructions, guarantees and warranties, certificates, and all other items required by this Agreement. Contractor shall also submit consent of surety to final payment, an affidavit that all payrolls, bills for materials and equipment, subcontracted work and other indebtedness connected with the Work, except as specifically noted, have been paid or will be paid or otherwise satisfied within the period of time required by Chapter 2251, Texas Government Code. Contractor shall furnish documentation establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of claims arising out of the Agreement. Owner is entitled to rely upon this affidavit and the Contractor may not submit a claim on behalf of a subcontractor or vendor if that claim has not been noted as an exception in the affidavit.

Owner may deduct from the final payment all sums due from Contractor for any reason, Liquidated Damages and all other deductions authorized by this Agreement.

Final payment shall constitute a waiver of all claims by the Contractor except those specifically identified in writing and submitted to the ODR prior to the application for final payment. Provided, however, that the Work shall not be deemed fully performed by the Contractor and closed until the expiration of all warranty periods.

ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:

6.1 Contractor shall perform all services specifically allocated to it hereunder, as well as those services reasonably inferable and necessary for completion of the Work. The Contractor shall keep the Owner informed of the progress and quality of the Work. Contractor agrees and acknowledges that Owner is entering into this Agreement in reliance on Contractor's represented expertise and ability to provide the Work described in this Agreement. Contractor agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of Owner in accordance with Owner's requirements and procedures.

6.2 Contractor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner nor shall the Contractor be released from any liability by reason of such approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the Contractor's skill and knowledge in performing the services required hereunder.

6.3 Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

6.4 Contractor shall be an independent contractor under this Agreement and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions in this agreement which may appear to give Owner the right to direct Contractor as to details of doing the Work herein covered or to exercise a measure of control over the Work shall be deemed to mean that Contractor shall follow the desires of Owner in the results of the Work only. Owner shall not retain or have the right to control the Contractor's means, methods or details pertaining to the Contractor's performance of the Work described herein, nor shall Owner have the power to direct the order in which Contractor's Work is performed under this agreement. Owner and Contractor hereby agree and declare that Contractor is an Independent Contractor and as such meets the qualifications of an Independent Contractor under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, that the Contractor is not an employee of Owner for purposes of this Agreement, and that the Contractor and its employees, agents and sub-subcontractors shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by Owner.

6.5 As part of Contractor obligation to coordinate the Work, Contract shall:

a. cooperate with the ODR and endeavor to further the interests of the Owner and the Work;
b. provide an on-site, full-time superintendent for the duration of the Work;
c. visit the Work site and inspect the existing facilities, systems and conditions to insure an accurate understanding of the existing conditions as required;
d. at Owner's request, attend public meetings and hearings concerning the development of the Work;
e. review all drawings, specifications, and other plans as they are developed by the Owner and/or its architect and advise Owner of any error, inconsistency or omission discovered in the drawings, specifications, and other plans;
f. review the drawings, specifications, and other plans for compliance with all applicable laws and code requirements;
g. advise Owner of any tests that should be performed;
h. organize and maintain a competent, full-time staff at the Work site with clearly defined lines of authority and communication as necessary to coordinate construction activities, monitor and direct progress of the Work;
i. attend Owner's regularly scheduled Work progress meetings and fully advise the ODR of the Work status including schedule, costs, quality and changes;
j. assist Owner in obtaining building permits and obtain special permits for permanent improvements as required by law; and
k. shall coordinate, monitor and inspect the Work of subcontractors to ensure conformance with the drawings, specifications, other plans and with the terms of this Agreement.

6.6 Contractor shall identify every subcontractor it intends to use for the Work to the Owner in writing at least ten (10) days before entering into any subcontract. Contractor shall not use any subcontractor to which Owner has a reasonable objection. If Owner does not object to a particular subcontractor with said ten (10) days, such subcontract may be considered acceptable to Owner. Following Owner's acceptance of a subcontractor, that subcontractor shall not be changed without Owner's written consent, which shall not be unreasonably withheld.

6.7 Contractor's designated representative, which is set forth below Contractor's signature herein below, shall be responsible for the day-to-day management of the Work on behalf of Contractor. The designated representative shall be the Owner's primary contact during the Work and shall be available as required for the benefit of the Work and the Owner. The contractor's designated representative shall be authorized to act on behalf of and bind the Contractor in all matters related to the Work including, but not limited to, execution of Change Orders.

6.8 NO ALTERATIONS OR CHANGES SHALL BE MADE, HOWEVER, EXCEPT UPON THE WRITTEN ORDER OF THE OWNER, OR THE ODR.

6.9 Contractor shall promptly correct any defective Work at Contractor's sole expense, unless the Owner specifically agrees, in writing, to accept the Work.

6.10 Contractor shall maintain and deliver the close out documents that describe changes or deviations from the original drawings, specifications and plans that occurred during construction and that reflect the actual "As Built" conditions of the completed Work.

COMMISSIONING AND WARRANTY RESPONSIBILITIES

6.11 Contractor shall provide commissioning, starting and check-out services for the systems installed as a part of the Work prior to completion and acceptance. Operation manuals and instructions will be provided to the Owner, the systems will be demonstrated and training provided to Williamson County's operators upon completion and prior to acceptance.

6.12 Contractor hereby warrants that the materials and equipment provided for the Work will be of good quality and new unless otherwise required or permitted by the Owner; that the construction will be free from faults and defects; and that the construction will conform with the requirements of the plans, specifications, drawings and the terms of this Agreement.

6.13 Contractor shall provide warranty services for the Work for a full **12 months** (30 months for Work involving mechanical services, if any) following Final Completion and final payment. Just before the warranty period expires, Contractor shall attend an on-site meeting with the Owner to ensure that all warranty issues have been identified and properly remedied.

ARTICLE 7 OWNER'S RESPONSIBILITIES

7.1 The Owner shall:

a. provide the general schedule for the Work provided Owner is of the opinion such schedule is necessary. The general schedule will set forth the Owner's plan for milestone dates and completion of the Work;
b. identify a person as its ODR who is authorized to act in the Owner's behalf with respect to the Work. The ODR shall examine the documents submitted by the Contractor and shall render decisions on behalf of the Owner to the extent allowed by Texas law;

c. at Owner's cost, will secure the services of surveyors, soils engineers, existing facility surveys, testing and balancing, environmental surveys or other special consultants to develop such additional information as may be necessary for the design or construction of the Work;
d. furnish required information and services and shall render approvals and decisions as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Contractor's services and of the Work;
e. shall have the right to reject any defective Work. Should Contractor refuse or neglect to correct any such Work within a reasonable time after notice, Owner may have the Work corrected and recover all expenses incurred from Contractor on demand; and
f. Owner shall furnish to the Contractor a sufficient number of plans, drawings and specifications sets.

ARTICLE 8 INSURANCE AND INDEMNITY

8.1 Insurance. The Contractor shall carry insurance in the types and amounts indicated below for the duration of the Agreement, which shall include items owned by Owner in the care, custody and control of Contractor prior to and during construction. Contractor must also complete and file the declaration pages from the insurance policies with Owner whenever a previously identified policy period expires during the term of the Agreement, as proof of continuing coverage. Contractor shall update all expired policies prior to submission of any payment requests hereunder. Failure to update policies shall be reason for payment to be withheld until evidence for renewal is provided to the Owner.

8.1.1 The Contractor shall provide and maintain, until the Work covered in this Agreement is completed and accepted by the Owner, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to Owner.

Type of Coverage	Limits of Liability
a. Worker's Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	$500,000 Ea. Accident
Bodily Injury by Disease	$500,000 Ea. Employee
Bodily Injury by Disease	$500,000 Policy Limit

c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (*including premises, completed operations and contractual*)	$ 1,000,000	$ 1,000,000
Aggregate policy limits:		$2,000,000

d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	$1,000,000	$1,000,000
Property damage	$1,000,000	$1,000,000
Aggregate policy limits	No aggregate limit	

e. Builder's Risk Insurance
(*all risks*)

An all risks policy shall be in the amount equal at all times to 100% of the Contract Sum. The policy shall include coverage for loss or damage caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of the Contractor and shall name his Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

1. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.

2. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions. However, Contractor shall not be required to obtain such an endorsement unless specifically required by the Special Conditions., in this Agreement. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

f. Umbrella coverage in the amount of not less than $1,000,000.

8.1.2 The above insurance requirements are not intended to be compounded with the Contractor's standing insurance policies. If the Contractor already has in force insurance policies which provide the required coverage, there is no need to purchase duplicate coverage for this Work.

8.1.3 Policies must include the following clauses, as applicable.

a. "This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice, or ten (10) days for non-payment of premium, has been given to Williamson County."
b. "It is agreed that the Contractor's insurance shall be deemed primary with respect to any insurance or self insurance carried by Williamson County for liability arising out of operations under the Agreement with Williamson County."
c. "Williamson County, it officials, directors, employees, representatives, and volunteers are added as additional insured as respects operations and activities of, or on behalf of the named insured performed under Agreement with the Owner." This is not applicable to the workers' compensation policy.
d. "The workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of Williamson County."

8.1.4 Workers' Compensation Insurance Coverage:

In the event that Contractor employs any individual to perform any portion of the Work, Contractor shall comply with Texas Labor Code, §406.096, which requires workers' compensation insurance coverage for all employees providing services on a building or construction project for a governmental entity.

a. Definitions:
(1) Certificate of Coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the Duration of the Work.
(2) Duration of the Work - includes the time from the beginning of the Work until the Work has been completed and accepted by the Owner.
(3) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).
(4) Persons providing services relating to the Work ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform the Work, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services in relation to the Work. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Work, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

b. The Contractor shall provide Coverage, based on proper reporting of classification codes and payroll amounts and filing of any Coverage agreements, which meets the statutory requirements of Texas labor Code, §401.011(44) for all employees of the Contractor providing services in relation to the Work, for the Duration of the Work.

c. The Contractor must provide a Certificate of Coverage to the Owner prior to or contemporaneously with the execution of this Agreement.

d. If the Coverage period shown on the Contractor's current Certificate of Coverage ends during the Duration of the Work, the Contractor must, prior to the end of the Coverage period, file a new Certificate of Coverage with the Owner showing that Coverage has been extended.

e. The Contractor shall obtain from each person providing services in relation to the Work, and provide to the Owner:

(1) a Certificate of Coverage, prior to that person beginning any of the Work, so the Owner will have on file Certificates of Coverage showing Coverage for all persons providing services in relation to the Work; and

(2) no later than seven days after receipt by the Contractor, a new Certificate of Coverage showing extension of Coverage, if the Coverage period shown on the current Certificate of Coverage ends during the Duration of the Work.

f. The Contractor shall retain all required Certificates of Coverage for the Duration of the Work and for one year thereafter.

g. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of Coverage of any person providing services in relation to the Work.

h. The Contractor shall post on the Work site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services in relation to the Work that they are required to be covered, and stating how a person may verify Coverage and report lack of Coverage.

i. By signing this Agreement or providing or causing to be provided a Certificate of Coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services in relation to the Work and all persons providing services in relation to the Work will be covered by workers' compensation coverage for the Duration of the Work, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

j. The Contractor's failure to comply with any of these provisions is a breach of Agreement by the Contractor which entitles the Owner to declare the Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.1.5 The furnishing of the above listed insurance coverage must be tendered prior to execution of the Agreement, and in no event later than ten (10) calendar days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

8.1.6 The Contractor shall not cause or allow any of its required insurance to be canceled, nor permit any insurance to lapse during the term of the Agreement or as required in the Agreement. If the Contractor fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.1.7 The Owner reserves the right to review the insurance requirements set forth in this Article during the effective period of the Agreement and to make reasonable adjustments to the insurance coverage and their limits when deemed necessary and prudent by the Owner based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

8.1.8 The Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such polices. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

8.1.9 Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this Agreement. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. **Any deductibles or self-insured retentions over $50,000 in the Contractor's insurance must be declared and approved in writing by Owner in advance.**

8.1.10 The Contractor shall contractually require each person or entity with whom it contracts to provide services in relation to the Work, to comply with each and every insurance requirement that Contractor must comply with hereunder. More specifically, each person or entity with whom Contractor contracts to provide services on the in relation to the Work must comply with each insurance requirement under this Article 8 just as if such person or entity was the Contractor. Thus, every reference to Contractor under each insurance requirement of this Article 8 shall mean and include each person or entity with whom Contractor contracts to provide services in relation to the Work. If any such person or entity with whom Contractor contracts to provide services in relation to the Work fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.2 INDEMNITY.

8.2.1 INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND OWNER'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE CONTRACTOR, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. CONTRACTOR HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

8.2.2 INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND OWNER'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF CONTRACTOR OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

8.3 Except for the obligation of Owner to pay Contractor the Contract Price pursuant to the terms of this Agreement, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth herein, Owner shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of Owner to Contractor, no present or future partner or affiliate of Owner or any agent, officer, director, or employee of Owner, Williamson County, or of the various departments comprising Williamson County, or anyone claiming under Owner has or shall have any personal liability to Contractor or to anyone claming through or under Contractor by reason of the execution or performance of this Agreement.

ARTICLE 9 BONDS

9.1 Performance Bond. Upon execution of this Agreement, Contractor shall provide a Performance Bond in the amount of 100% of the Contract Price. The surety for a Performance Bond shall meet the requirements of Texas law.

9.2 Payment Bond. Upon execution of this Agreement, Contractor shall provide a Payment Bond in the amount of 100% of the Contract Price, as security for the true and faithful payment in full of all subcontractors and persons performing labor, services, materials, machinery, and fixtures in connection with the Work. The surety for a Payment Bond shall meet the requirements of Texas law.

9.3 Warranty Bond. Upon execution of this Agreement, Contractor shall provide a Warranty Bond in the amount of 20% of the Contract Price, as security for the true and faithful performance of all warranties set forth in Bid Documents and this Agreement.

ARTICLE 10 TERMINATION

10.1 Termination for Cause. If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within three (3) business days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within three (3) business days, then and in that instance, the three (3) business day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the breach within three (3) business days or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies available hereunder and under the law, terminate this Agreement.

10.2 Termination for Convenience. The Owner may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Contractor. In the event of such termination, it is understood and agreed that only the amounts due to Contractor for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Owner's termination of this Agreement for convenience.

ARTICLE 11 MISCELLANEOUS PROVISIONS

11.1 Interest and Late Payments. Except as otherwise specifically set forth herein, Owner's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Interest charges for any overdue payments shall be paid by Owner in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Owner's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice/application for payment submitted by Contractor, Owner shall notify Contractor of the error not later than the twenty first (21st) day after the date Owner receives the invoice/application for payment. If the error is resolved in favor of Contractor, Contractor shall be entitled to receive interest on the unpaid balance of the invoice/application for payment submitted by Contractor beginning on the date that the payment for the invoice/application for payment became overdue. If the error is resolved in favor of the Owner, Contractor shall submit a corrected invoice/application for payment that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice/application for payment is not paid by the appropriate date.

11.2 Assignment; Successors and Assigns. This Agreement is a personal service contract for the services of Contractor, and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

11.3 Captions. The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

11.4 Governing Law and Venue. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County where the Work site is located shall be the sole place of venue for any legal action arising from or related to this Agreement or the project in which the Owner is a party.

11.5 Waivers. No delay or omission by either party in exercising any right or power arising from non-compliance or failure of performance by the other party with any of the provisions of this Agreement shall impair or constitute a waiver of any such right or power. A waiver by either party of any covenant or condition of this Agreement shall not be construed as a waiver of any subsequent breach of that or of any other covenant or condition of the Agreement.

11.6 Interpretation. In the event of any dispute over the meaning or application of any provision of the Contract Documents, the Contract Documents shall be interpreted fairly and reasonably, and neither more strongly for or against any party, regardless of the actual drafter of the Contract Documents.

11.7 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

11.8 Appointment. Owner hereby expressly reserves the right from time to time to designate by notice to Contractor a representative(s) to act partially or wholly for Owner in connection with the performance of Owner's obligations. Contractor shall act only upon instructions from the designated representative(s) unless otherwise specifically notified to the contrary.

11.9 Audits. Contractor agrees that Owner or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Contractor which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor agrees that Owner shall have access during normal working hours to all necessary Contractor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Owner shall give Contractor reasonable advance notice of intended audits.

11.10 Severability. Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

11.11 No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to Owner, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Owner does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

11.12 Current Revenues. Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

11.13 Compliance with Laws. Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Contractor shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

11.14 Sales and Use Tax Exemption. Owner is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended.

11.15 Texas Public Information Act. To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Owner, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any information or data furnished to Owner whether or not the same are available to the public. It is further understood that Owner, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Owner, its officers and employees shall have no liability or obligation to Contractor for the disclosure to the public, or to any person or persons, of any software or a part thereof, or other items or data furnished to Owner by Contractor in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

11.16 Force Majeure. If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

11.17 Equal Opportunity in Employment. The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Agreement will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

11.18 Reports of Accidents. Within 24 hours after Contractor becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Contractor), whether or not it results from or involves any action or failure to act by the Contractor or any employee or agent of the Contractor and which arises in any manner from the performance of this Agreement, the Contractor shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Contractor shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Contractor, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Contractor's performance of work under this Agreement.

11.19 Relationship of the Parties. Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

11.20 Appropriation of Funds by Owner. Owner believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Contractor understands and agrees that the Owner's payment of amounts under this Agreement is contingent on the Owner receiving appropriations or other expenditure authority sufficient to allow the Owner, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

11.21 Execution in Counterparts. This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.

11.22 Entire Agreement. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE OWNER HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement to be effective as of the date of the last party's execution hereof (Effective Date).

OWNER:

WILLIAMSON COUNTY, TEXAS,
a political subdivision of the state of Texas

By: _____

Printed Name: _____

Title: _____

Date: _____

CONTRACTOR:

By: _____

Printed Name: Julie Watson Hayhurst

Title: CEO

Date: 5-3-22

Party Representatives

Owner's Designated Representative ("ODR"):

_____
_____
_____
_____
Phone _____
Fax _____

Contractor's Designated Representative:

Julie Watson Hayhurst
[redacted]
Phone [redacted]
Fax _____

Williamson County 22IFB84
4/12/2022

					Alpha		Blacksmith Ventures, LLC		RHB	
ITEM	**NO.**	**DESCRIPTION**	**UNIT**	**Estimated Quantity**	**Unit Price**	**Cost**	**Unit Price**	**Cost**	**Unit Price**	**Cost**
315	2010	Fog Seal	GAL	16526	$26.00	$429,676.00	$15.82	$261,441.32	$24.50	$404,887.00
500	2001	Mobilization	LS	1	$5,000.00	$5,000.00	$53,470.00	$53,470.00	$10,000.00	$10,000.00
PROJECT TOTAL						$434,676.00		$314,911.32		$414,887.00

WILLIAMSON COUNTY
1848

April 14, 2022

Ms. Joy Simonton
Director/Purchasing Agent
100 Wilco Way
Georgetown, Texas 78626

Subject: Recommendation for 22IFB84 – Spring 2022 Cul-de-Sac Fog Seal

Below is the bid tabulation for the subject-referenced project. The bid has been reviewed and the apparent overall best value for the 22IFB84 – Spring 2022 Cul-de-Sac Fog Seal. The bid (Blacksmith Ventures, LLC) was found to be responsive, mathematically correct, and materially balanced. Following is a summary of the bid total:

1. Blacksmith Ventures, LLC - $314,911.32
2. RHB - $414,887.00
3. Alpha Paving Industries, LLC - $434,676.00

The Contractor's base bid is $110,220.03 below the Engineer's Estimate, a cost decrease of 25.93%.

In addition to meeting the bid qualifications subject to being overall best value bidder, Blacksmith Ventures, LLC has performed similar work on other projects and received positive references from those contacted. Based on the bid of $314,911.32, I recommend to the Williamson County Commissioner's Court that they award Blacksmith Ventures, LLC the contract for the Spring 2022 Cul-de-Sac Fog Seal project.

Please feel free to contact me if you have any questions or concerns.

Sincerely,

J. Terron Evertson, P.E.
County Engineer
Williamson County

Bid Tabs
Spring 2022 Cul-de-Sacs Fog Seal
Williamson County - Texas

					Engineer		Blacksmith Ventures, LLC		RHB		Alpha Paving Industries, LLC		Average	
ITEM	NO.	DESCRIPTION	UNIT	Estimated Quantity	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost
315	2010	Fog Seal	GAL	16526	$ 24.50	$404,887.00	$ 15.82	$261,441.32	$ 24.50	$404,887.00	$ 26.00	$429,676.00	$ 22.71	$375,222.83
500	2001	Mobilization	LS	1	$ 20,244	$20,244.35	$ 53,470	$53,470.00	$ 10,000	$10,000.00	$ 5,000	$5,000.00	$ 22,178.59	$22,178.59
PROJECT TOTAL						$425,131.35		$314,911.32		$414,887.00		$434,676.00		$397,401.42

Williamson County Department of Infrastructure
Bid #22IFB84 - Spring 2022 Cul-de-Sac Fog Seal
Bid Tabulation

BID COMPARISON

Bidder	Bid Amount	Rank	Difference from Engineer's Estimate ($)	Difference from Engineer's Estimate (%)	Difference from Low Bid ($)	Difference from Low Bid (%)
Blacksmith Ventures, LLC	$314,911.32	1	-$110,220.03	-25.93%	-	-
RHB	$414,877.00	2	-$10,254.35	-2.41%	$99,965.68	31.7%
Alpha Paving Industries, LLC	$434,676.00	3	$9,544.65	2.25%	$119,764.68	38.0%

Commissioners Court - Regular Session **34.**

Meeting Date: 05/10/2022

FM 3349 at US 79 - Standard Utility Agreement with Flint Hills Resources Corpus Christi, Pipeline

Submitted By: Julissa Vasquez, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding the Standard Utility Agreement with Flint Hills Resources Corpus Christi Pipeline for utility relocations on the FM 3349 Project, a Road Bond Project in Commissioner Precinct 4.

Background

Flint Hills Resources Corpus Christi Pipeline has existing facilities in conflict with the FM 3349 at US 79 Project. The Standard Utility Agreement for the relocations is for a total amount of $6,392,586.44. Flint Hills Resources Corpus Christi is 98.43% eligible for reimbursement. The total anticipated reimbursement to Flint Hills Resources Corpus Christi by the County is $6,292,222.83 (98.43% of $6,392,586.44).

An advanced funding agreement (AFA) with TxDOT is planned to reimburse the County for 90% of the amount eligible for reimbursement, or $5,663,000.55 (90% of $6,292,222.83). There is available budget in the project for the remaining 10% of the utility relocation, or $629,222.28 (10% of $6,292,222.83).

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

FM 3349-FHR Utility Agreement U35

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	05/05/2022 10:58 AM
Form Started By: Julissa Vasquez		Started On: 05/04/2022 03:38 PM
Final Approval Date: 05/05/2022		

DocuSign Envelope ID: EDE81CE7-48D7-4E41-84BE-FCE1BA4C7829

STANDARD UTILITY AGREEMENT

County: Williamson
Project No.: TBD
Highway Project Letting Date: 05/2022
Highway: FM3349
From: US79
To: CR404

This Agreement by and between Williamson County, **("County**"), and Flint Hills Resources Corpus Christi, LLC, ("**Utility**"), acting by and through its duly authorized representative, shall be effective on the date of approval and execution by and on behalf of the **County**.

WHEREAS, the **County** has deemed it necessary to make certain highway improvements as designated by the **County** and within the limits of the highway as indicated above;

WHEREAS, the proposed highway improvements will necessitate the adjustment, removal, and/or relocation of certain facilities of **Utility** as indicated in the following statement of work: Two segments of FHR's 16-in Texas Pipeline are in conflict with proposed Williamson County construction of the FM3349 widening and future Southeast Loop Project. While only one segment is in Williamson County Phase 1 Construction, in order to minimize impacts to FHR, both replacements are proposed to occur concurrently. Conflicts with the new roadway right of way and final construction are from proposed FM3349 STA 420+00 to 517+50. 10,788-feet of existing 16-in steel pipeline in 25-foot wide private easement are impacted by the planned construction as well as an existing gate valve and easement. At the north end, 320-feet of the existing pipeline under the Mustang Creek Tributary/Unnamed Creek/Floodplain near FM3349 STA 516+00 will be grouted and capped for abandonment and approximately 1560-feet of new 16-in steel pipe will be installed by Horizontal Direction Drill (HDD). At the south end, 40-feet of existing pipe under Boggy Creek and 165-feet in an identified archaeological site will be capped and grouted for abandonment and approximately 1,450-feet of new 16-in steel pipe will be installed by HDD. The road crossing for CR132 will be grouted and capped for abandonment and approximately 90-feet of new 16-in steel pipe will be installed by HDD. The road crossing for FM3349 will be grouted and capped for abandonment and approximately 125-feet of new 16-in will be installed by HDD. The remaining portions of 16-in pipeline in the existing private easement parallel to FM3349 will be removed in a manner that minimizes environmental and commercial impacts.
The replacement pipe will be installed in new 25-foot wide private easement adjacent to the proposed FM3349 ROW or adjacent to other utility easements. Also, a new valve easement for above ground facilities will be acquired. While the 16-in replacement pipe will be purchased new to meet Buy America requirements, the existing block valve in conflict will be removed from service, refurbished, and reinstalled in the new block valve easement. A 50-foot wide temporary construction workspace (TWS) abuts the proposed permanent easement and additional temporary workspaces (ATWS) are proposed for tie-ins and to allow for safe installation of the pipeline. ATWS that is not adjacent to the construction corridor but in line with the proposed drill is used to string and weld the pipe for installation through the bore path. The TWS and ATWS are utilized during construction, then restored to near pre-construction conditions and allowed to revegetate. The proposed permanent easement will remain cleared and maintained for future maintenance and inspection; and more specifically shown in **Utility's** plans, specifications and estimated costs, which are attached hereto as Attachment "A".

WHEREAS, the **County** will participate in the costs of the adjustment, removal, and/or relocation of certain facilities to the extent as may be eligible for **County** participation.

WHEREAS, the **County,** upon receipt of evidence it deems sufficient, acknowledges **Utility's** interest in certain lands and/or facilities that entitle it to reimbursement for the adjustment, removal, and relocation of certain of its facilities located upon the lands as indicated in the statement of work above.

NOW, THEREFORE, BE IT AGREED:

The **County** will pay to **Utility** the costs incurred in adjustment, removal, and/or relocation of **Utility's** facilities up to the amount said costs may be eligible for **County** participation.

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All conduct under this agreement, including but not limited to the adjustment, removal and relocation of the facility, the development and reimbursement of costs, any environmental requirements, and retention of records will be in accordance with all applicable federal and state laws, rules and regulations, including, without limitation, the Federal Uniform Relocation Assistance and Real Property Acquisition Polices Act, 42 U.S.C. §§ 4601, et seq., the National Environmental Policy Act, 42 U.S.C. §§ 4231, et seq., the Buy America provisions of 23 U.S.C. § 313 and 23 CFR 635.410, the Utility Relocations, Adjustments, and Reimbursement provisions of 23 CFR 645 Subpart A, and with the Utility Accommodation provision of 23 CFR 645, Subpart B. **Utility** shall supply, upon request by the **County**, proof of compliance with the aforementioned laws, rules and regulations prior to the commencement of construction.

The **Utility** agrees to develop relocation or adjustment costs by accumulating actual direct and related indirect costs in accordance with a work order accounting procedure prescribed by the **County**, or may, with the **County's** approval, accumulate actual direct and related indirect costs in accordance with an established accounting procedure developed by **Utility**. Bills for work hereunder will be submitted to the **County** not later than 90 days after completion of the work.

When requested, the **County** will make intermediate payments at not less than monthly intervals to **Utility** when properly billed and such payments will not exceed 80 percent (80%) of the eligible cost as shown in each such billing. In addition, the **County** will make a payment, before audit, which will bring the total percentage paid to the **Utility** up to the 90% eligible cost. Intermediate payments shall not be construed as final payment for any items included in the intermediate payment.

Upon execution of this agreement by both parties hereto, the **County** will, by written notice, authorize the **Utility** to perform such work diligently, and to conclude said adjustment, removal, or relocation by the stated completion date. The completion date shall be extended for delays caused by events outside **Utility's** control, including an event of Force Majeure, which shall include a strike, war or act of war (whether an actual declaration of war is

made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, sabotage, or other events, interference by the **County** or any other party with **Utility's** ability to proceed with the relocation, or any other event in which **Utility** has exercised all due care in the prevention thereof so that the causes or other events are beyond the control and without the fault or negligence of **Utility**.

The **County** will, upon satisfactory completion of the relocation or adjustment and upon receipt of final billing prepared in an approved form and manner, make payment in the amount of 90 percent (90%) of the eligible costs as shown in the final billing prior to audit and after such audit shall make an additional final payment totaling the reimbursement amount found eligible for **County** reimbursement.

Unless an item below is stricken and initialed by the **County and Utility**, this agreement in its entirety consists of the following:

1. Standard Utility Agreement;
2. Plans, Specifications, and Estimated Costs (Attachment "A");
3. Utility's Schedule of Work and Estimated Date of Completion (Attachment "B");
4. Eligibility Ratio (Attachment "C");
5. Betterment Calculation and Estimates (Attachment "D");
6. Proof of Property Interest – ROW-U-1A(Wilco) (Attachment "E";
7. Copy of Approved TxDOT Online Installation Permit (Attachment "F"; and
8. Inclusion in Highway Construction Contract (if applicable) (Attachment "I").

Alll attachments are included herein as if fully set forth. In the event it is determined that a substantial change from the statement of work contained in this agreement is required, reimbursement therefore shall be limited to costs covered by a modification or amendment of this agreement or a written change or extra work order approved by the **County and Utility**.

This agreement is subject to cancellation by the **County** at any time up to the date that work under this agreement has been authorized and that such cancellation will not create any liability on the part of the **County**.

The State and/or County Auditor may conduct an audit or investigation of any entity receiving funds from the **County** directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

The **Utility** by execution of this agreement does not waive any of the rights which **Utility** may have within the limits of the law.

It is expressly understood that the **Utility** conducts the adjustment, removal, or relocation at its own risk, and that the **County** makes no warranties or representations regarding the existence or location of utilities currently within its right of way.

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

UTILITY

Utility: Flint Hills Resources Corpus Christi, LLC
Name of Utility

By: _____
Authorized Signature

Phil Gaarder
Print or Type Name

Title: Executive Vice President - Operations

Date: 5/4/22

WILLIAMSON COUNTY

By: _____
Authorized Signature

_____
Print or Type Name

Title: _____

Date: _____

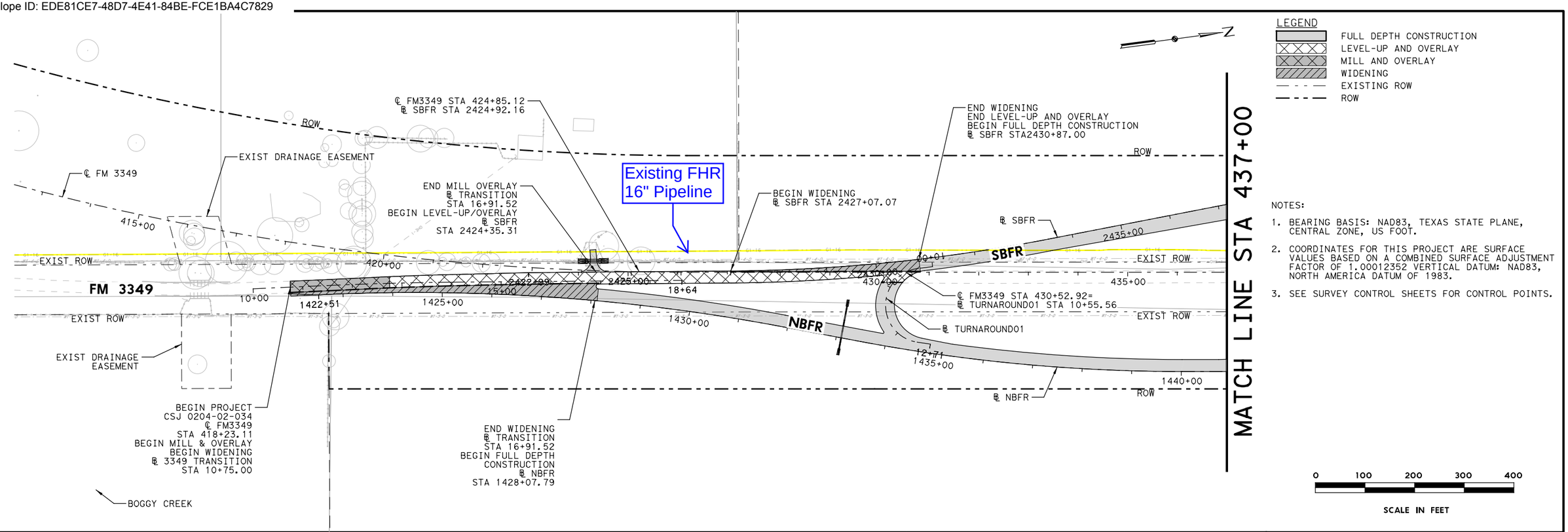
DocuSign Envelope ID: EDE81CE7-48D7-4E41-84BE-FCE1BA4C7829

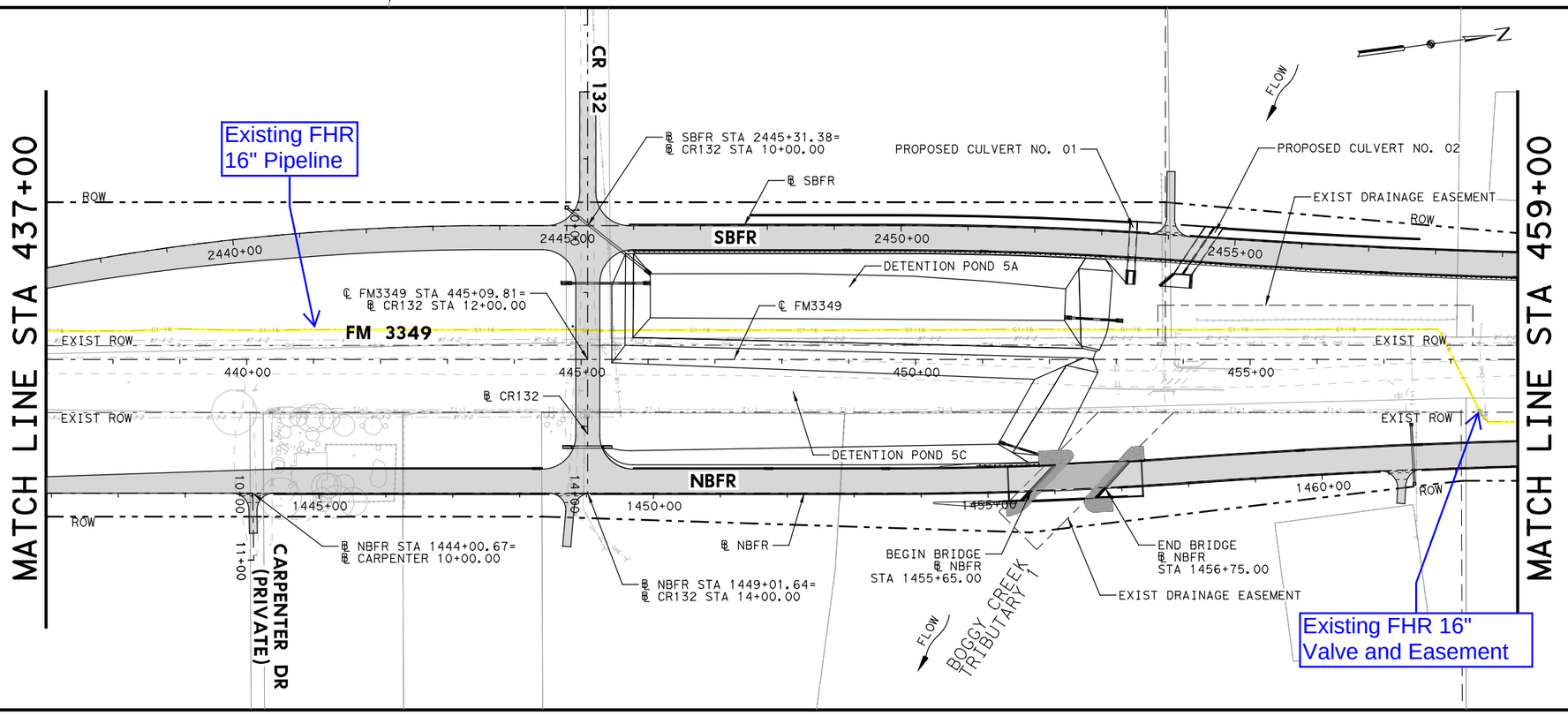
Attachment A

Plans, Specifications, and Estimated Costs

DocuSign Envelope ID: EDE81CE7-48D7-4E41-84BE-FCE1BA4C7829

60% SUBMITTAL





PRELIMINARY-FOR INFORMATION ONLY

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW AND IS NOT TO BE USED FOR CONSTRUCTION, BIDDING, OR PERMITTING PURPOSES.

Supervised By: FELIPE S. TUDTUD
P.E. Serial No. 104836
Date: 11/13/2020

NO.	DATE	REVISION	APPROVED

WILLIAMSON COUNTY

HDR Engineering, Inc.
710 Hesters Crossing, Suite 150
Round Rock, Texas 78681
Texas Registered Engineering Firm F-754

Texas Department of Transportation

FM 3349

PROJECT LAYOUT

BEGIN TO STA 459+00

SCALE: 1"=200' SHEET 1 OF 4

DESIGN	FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.
KS	6	FPN		FM 3349
GRAPHICS	STATE	DISTRICT	COUNTY	SHEET NO.
LG	TEXAS	AUS	WILLIAMSON	
CHECK	CONTROL	SECTION	JOB	4
CHECK	0204	02	034	

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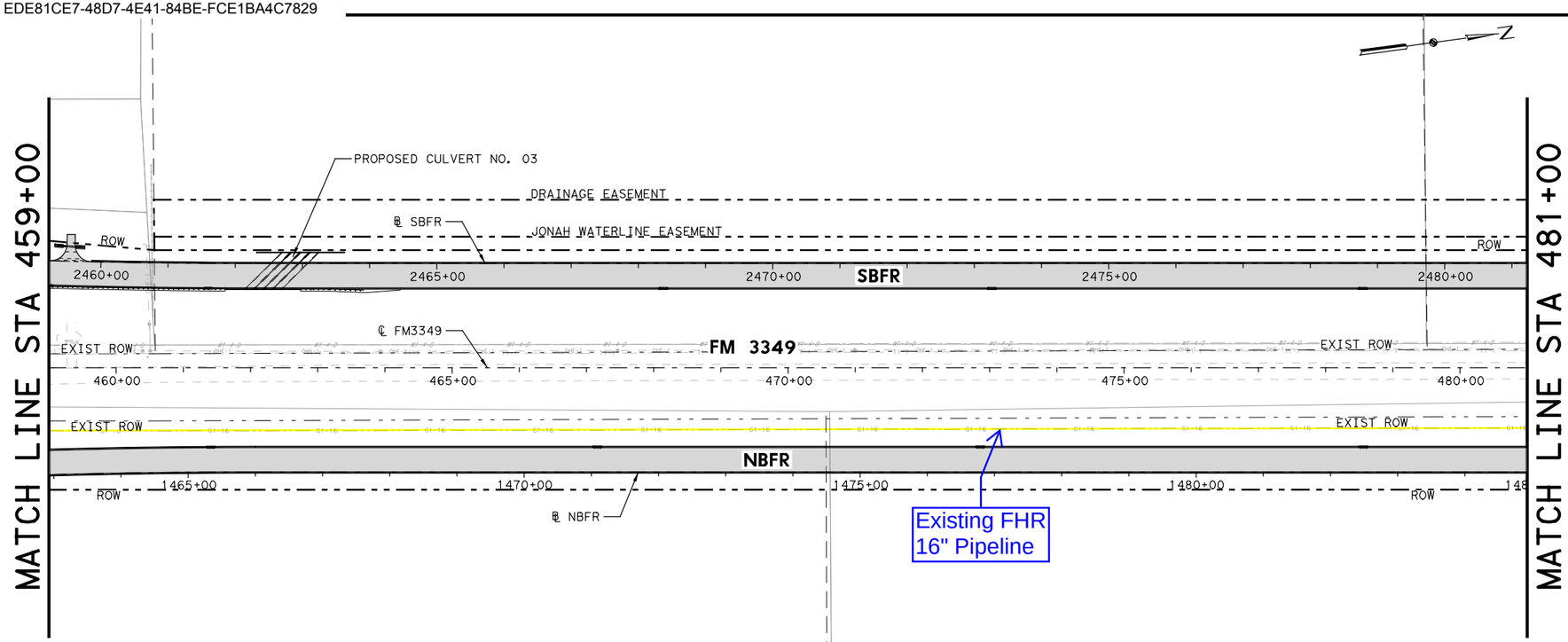
60% SUBMITTAL



LEGEND

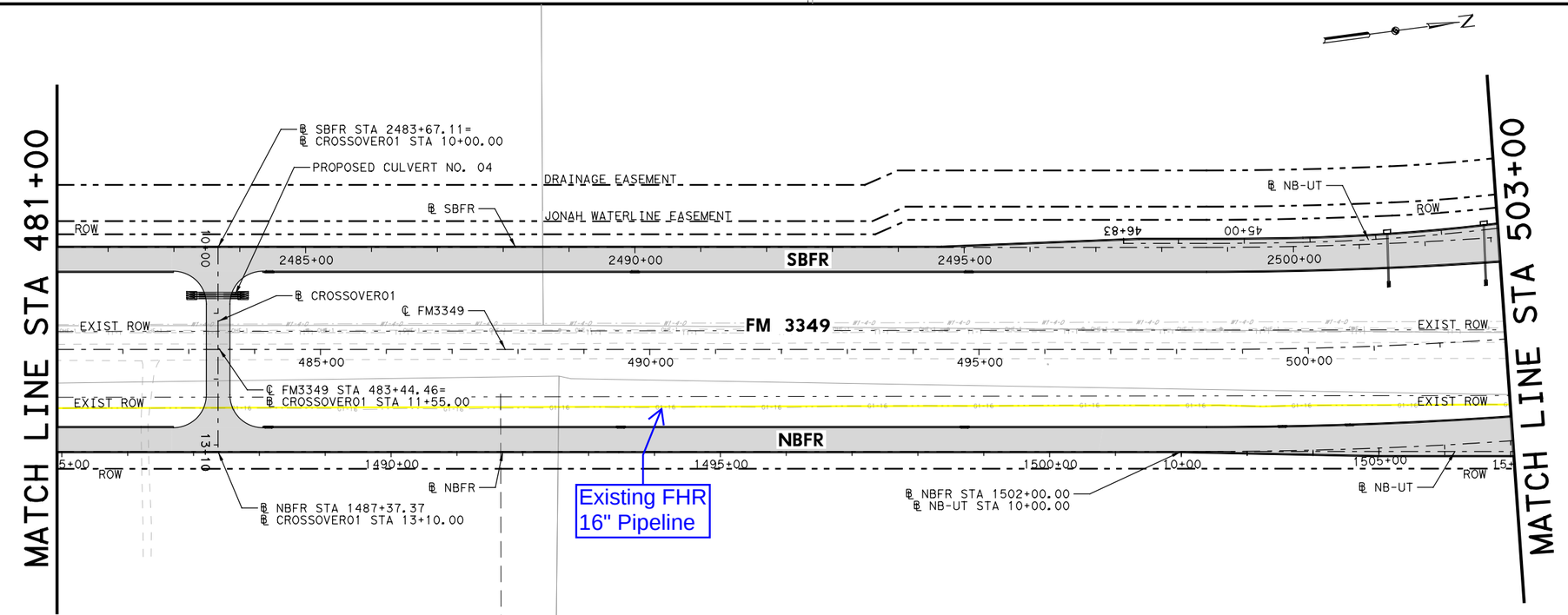
- FULL DEPTH CONSTRUCTION
- LEVEL-UP AND OVERLAY
- MILL AND OVERLAY
- WIDENING
- EXISTING ROW
- ROW

NOTES:

1. BEARING BASIS: NAD83, TEXAS STATE PLANE, CENTRAL ZONE, US FOOT.
2. COORDINATES FOR THIS PROJECT ARE SURFACE VALUES BASED ON A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00012352 VERTICAL DATUM: NAD83, NORTH AMERICA DATUM OF 1983.
3. SEE SURVEY CONTROL SHEETS FOR CONTROL POINTS.

0 100 200 300 400

SCALE IN FEET



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Supervised By: FELIPE S. TUDTUD

P.E. Serial No. 104836

Date: 11/13/2020

NO.	DATE	REVISION	APPROVED

WILLIAMSON COUNTY 1848

HDR Engineering, Inc.
710 Hesters Crossing, Suite 150
Round Rock, Texas 78681
Texas Registered Engineering Firm F-754

Texas Department of Transportation

FM 3349

PROJECT LAYOUT

STA 459+00 TO STA 503+00

SCALE: 1"=200' SHEET 2 OF 4

DESIGN	FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.
KS	6	FPN		FM 3349
GRAPHICS	STATE	DISTRICT	COUNTY	SHEET NO.
LG	TEXAS	AUS	WILLIAMSON	
CHECK	CONTROL	SECTION	JOB	5
CHECK	0204	02	034	

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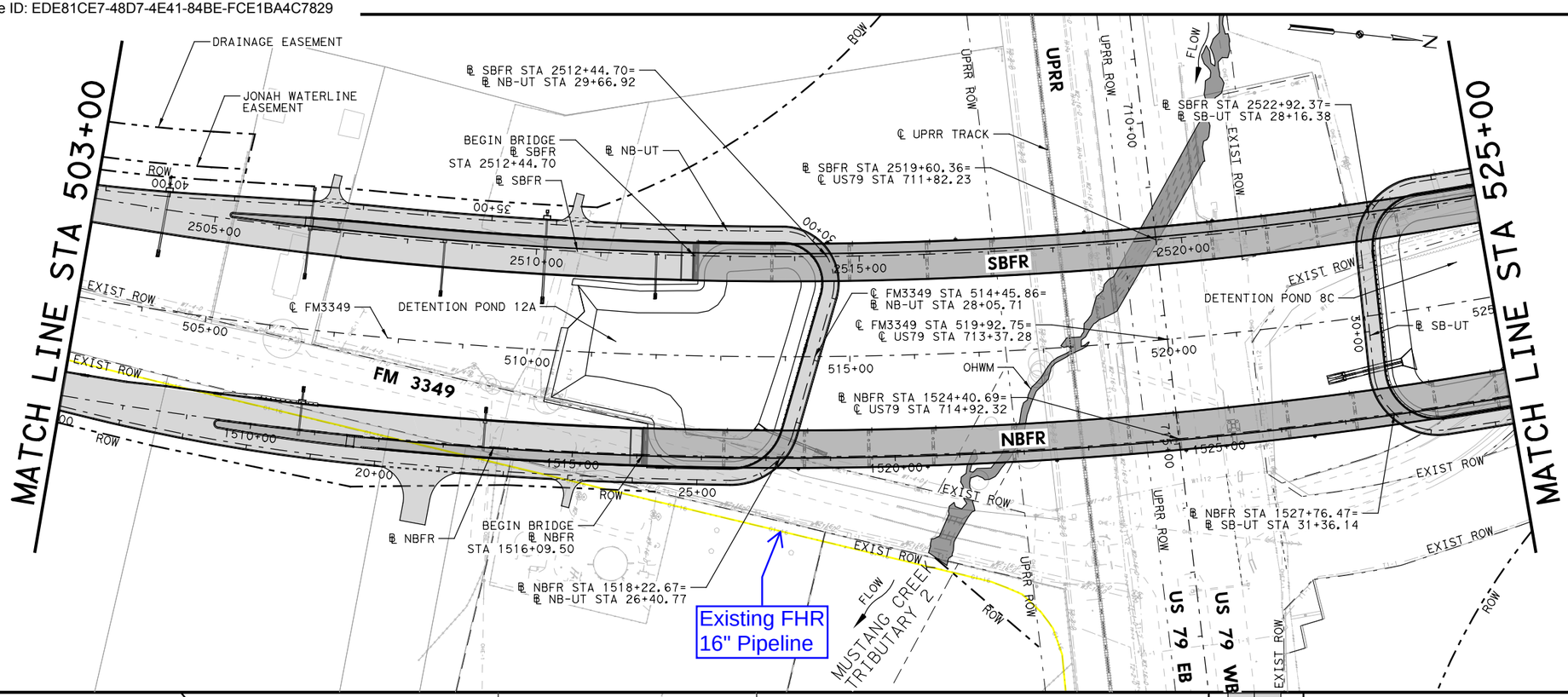
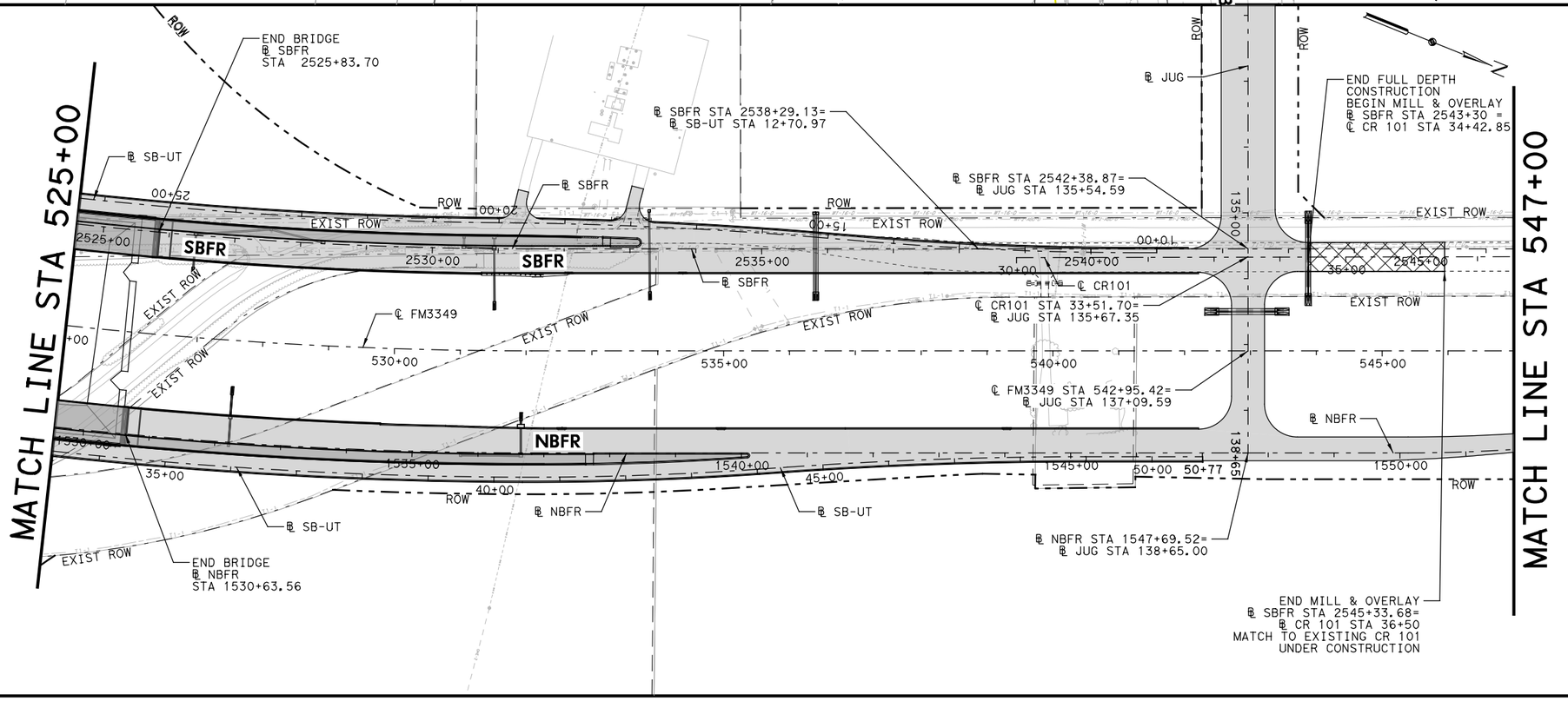
60% SUBMITTAL





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Supervised By: FELIPE S. TUDTUD

P.E. Serial No. 104836

Date: 11/13/2020

NO.	DATE	REVISION	APPROVED

WILLIAMSON COUNTY 1848

HDR Engineering, Inc.
710 Hesters Crossing, Suite 150
Round Rock, Texas 78681
Texas Registered Engineering Firm F-754

Texas Department of Transportation

FM 3349

PROJECT LAYOUT

STA 503+00 TO STA 547+00

SCALE: 1"=200' SHEET 3 OF 4

DESIGN	FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.
KS	6	FPN		FM 3349
GRAPHICS	STATE	DISTRICT	COUNTY	SHEET NO.
LG	TEXAS	AUS	WILLIAMSON	6
CHECK	CONTROL	SECTION	JOB	
CHECK	0204	02	034	

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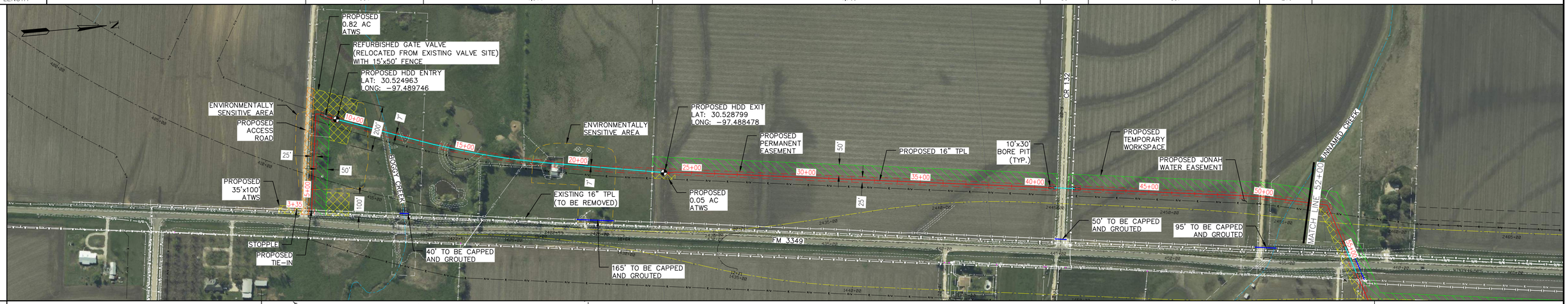
TRACT NO. & OWNERSHIP		WM-5 CITY OF HUTTO PARCEL 63	WM-6 F.M. 3349 HOLDINGS LLC PARCEL 64	WM-6A MORRIS W. KRUEGER & MICHAEL R. KRUEGER PARCEL 67	LINK COUNTY ROAD 132	WM-6B MICHAEL R. KRUEGER PARCEL 71	WM-6C CYNTHIA D. KRUEGER PARCEL 73	
	4+10	13+14	23+28	40+97	41+47	49+84	52+00	
LENGTH		904'	1,014'	1,769'	50'	837'	216'	

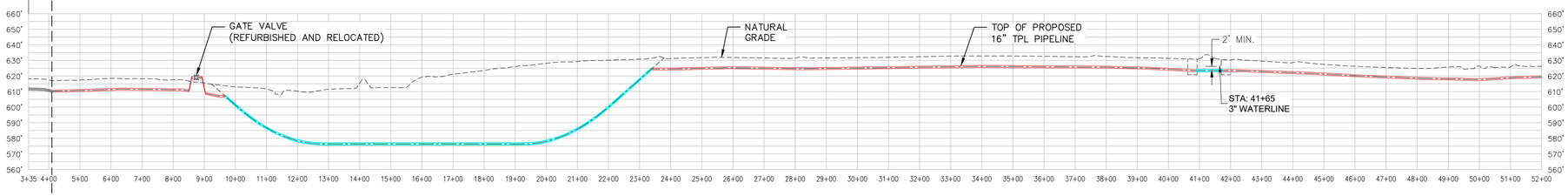
PLAN VIEW



STATIONING

- STA: 3+35 STOPPLE
- STA: 4+10 PROPOSED TIE-IN
- STA: 4+99 ENTER ENVIRONMENTALLY SENSITIVE AREA
- STA: 7+35 OH POWERLINE
- STA: 8+02 PROPOSED ROAD R/W
- STA: 8+31 PI 90°00'00" RT.
- STA: 8+51 PI 90°00'00" RT.
- STA: 8+61 PI 45°00'00" SAG
- STA: 8+74 MLBV - M303 GATE VALVE
- STA: 8+88 PI 45°00'00" OVERBEND
- STA: 9+04 PI 51°07'38" LT.
- STA: 9+24 HDD ENTRY POINT
- STA: 9+68 PI 45°00'00" SAG
- STA: 10+64 EXIT ENVIRONMENTALLY SENSITIVE AREA
- STA: 11+37 C/L BOGGY CREEK
- STA: 14+30 EDGE OF WATER
- STA: 15+54 EDGE OF WATER
- STA: 17+65 OH POWERLINE ENTER ENVIRONMENTALLY SENSITIVE AREA
- STA: 18+03 ENTER ENVIRONMENTALLY SENSITIVE AREA
- STA: 21+68 EXIT ENVIRONMENTALLY SENSITIVE AREA
- STA: 23+37 10° OVERBEND
- STA: 23+78 HDD EXIT POINT
- STA: 23+98 PI 12°00'00" LT.
- STA: 24+29 PI 9°20'58" RT.
- STA: 40+87 BEGIN BORE
- STA: 40+97 ROAD R/W
- STA: 41+34 C/L CR 132
- STA: 41+47 ROAD R/W
- STA: 41+75 END BORE
- STA: 49+86 PI 5°00'28" RT.
- STA: 51+35 C/L UNNAMED CREEK

PROFILE



0' 100' 200' 400'
SCALE: 1" = 200' HORIZONTAL

0' 20' 40' 80'
SCALE: 1" = 40' VERTICAL

DF/MOP	0.72/1440 PSIG
MATERIAL	3+35 (17) 3+45 (13) 4+10 — 441' (1) — 8+31 (13) 8+51 — 53' (3) — 9+04 (1) 9+68 — 64' (1) — 1,369' (2) — 23+37 (6) 23+98 (7) 24+29 (5) — 1,750' (1) — 40+87 (2) 41+75 — 88' (2) — 1,025' (1) — 49+86 (4) — 52+00
BUOYANCY AND EROSION CONTROL	NONE
WETLANDS/WATERWAYS	BOGGY CREEK; UNNAMED CREEK
CONSTRUCTION METHOD	OPEN CUT | HORIZONTAL DIRECTIONAL DRILL | OPEN CUT | BORE | OPEN CUT
AC/CP MITIGATION	DEEP WELL ANODE BED
MIN DEPTH OF COVER	6' | VARIES | 6'
SOIL SEGREGATION	AGRICULTURAL FIELDS ONLY
REFERENCE DRAWINGS	FM3349-TPL-401 | FM3349-TPL-201 | FM3349-TPL-203

LEGEND

- CENTERLINE
- EASEMENT LINE
- EDGE OF ROAD
- EDGE OF WATER
- FENCE LINE
- FIBER OPTIC LINE
- MAJOR CONTOUR
- MINOR CONTOUR
- OVERHEAD POWER LINE
- OVERHEAD TELEPHONE
- PIPELINE
- PROPERTY LINE
- PROPERTY LINE AND R.O.W.
- DITCH CENTERLINE
- SEWER LINE
- SLOPE TOP OR TOE
- TRAIL
- UNDERGROUND POWER LINE
- UNDERGROUND TELEPHONE
- WATER LINE
- PROPOSED PIPELINE
- BENCHMARK
- BORE LOCATION
- ELECTRIC JUNCTION BOX
- ELECTRIC METER
- ELECTRIC PULL BOX
- FENCE CORNER
- FIBER OPTIC VAULT
- FIRE HYDRANT
- GATE
- GUY ANCHOR
- LIGHT POLE
- MAILBOX
- MARKER
- MISCELLANEOUS FEATURE
- MONUMENT
- POST
- POWER POLE
- SANITARY SEWER MANHOLE
- SIGN
- TELEPHONE MANHOLE
- TELEPHONE VAULT
- UNKNOWN MANHOLE
- UNKNOWN VAULT
- VALVE
- VENT PIPE
- WARNING SIGN
- WATER VALVE
- WATER VAULT
- WELL
- ELECTRIC VAULT
- CULVERT OVERFLOW
- PROPOSED FEATURES
- EXISTING FEATURES
- PERMANENT EASEMENT
- TEMPORARY WORKSPACE
- ADDITIONAL TWS
- TEMPORARY CONSTRUCTION ENTRANCE
- HDD ENTRY/EXIT

NOTES & LEGEND

MATERIAL SUMMARY

NO.	DESCRIPTION	QTY./FT.
1	PIPE 16.00" O.D., 0.375" W.T., API 5L-X65, PSL2, FBE COATED	3,280 LF
2	PIPE 16.00" O.D., 0.375" W.T., API 5L-X65, PSL2, FBE & ARO COATED	1,457 LF
3	PIPE 16.00" O.D., 0.375" W.T., API 5L-X65, PAINTED PER FHR SPECIFICATION	53 LF
4,5,7	INDUCTION BEND, NPS 16, 5°, 9°, 12°, 50 W/ 2 FT TANGENTS	1 EA
	FABRICATED TO MATCH ITEM #1 LINE PIPE, FBE COATED	
6,13	INDUCTION BEND, NPS 16, 10°, 90°, 50 W/ 2 FT TANGENTS	2 EA
	FABRICATED TO MATCH ITEM #1 LINE PIPE, FBE COATED	
17	SPLIT TEE STOPPLE FITTING, NPS 16, CL 600	1 EA
19	CAP, NPS 16, 0.375" W.T., CS, MSS SP-75 Y65, BW	8 EA

REFERENCE DRAWINGS

DRAWING NO.	TITLE
600-60001040-ASMap-B-23	TEXAS PIPELINE - AUSTIN TO WACO, 16in.
600-60001040-ASMap-B-24	TEXAS PIPELINE - AUSTIN TO WACO, 16in.
FM3349-TPL-401	VALVE SITE PLOT PLAN
FM3349-TPL-201	HDD@1 - BOGGY CREEK CROSSING
FM3349-TPL-203	BORE@1 - CR 132

REVISIONS

NO.	DATE	DESCRIPTION	DRAWN	ENG.	APP.	IFB	IFC
0	03/11/2022	ISSUED FOR CONSTRUCTION	JTT	CGF	EJL		

FLINT HILLS resources

16" TPL (AUSTIN TO WACO) PIPELINE RELOCATION 4+10 TO 52+00 ALIGNMENT SHEET

WILLIAMSON COUNTY, TEXAS

DRAWN BY:	CHECKED BY:	APPROVED BY:	SCALE:
BMCD	CGF	EJL	1"=200'

DATE:	DRAWING NO:	SHEET	OF	
06/29/2021	FM3349-TPL-101	1	3	0

Z:\Clients\TND\FlintHills\134567_TaylorReloc\Design\Pipeline\CADD Working\Civil\FM3349-TPL-101-103.dwg Mar 10, 2022-4:05pm jttoney

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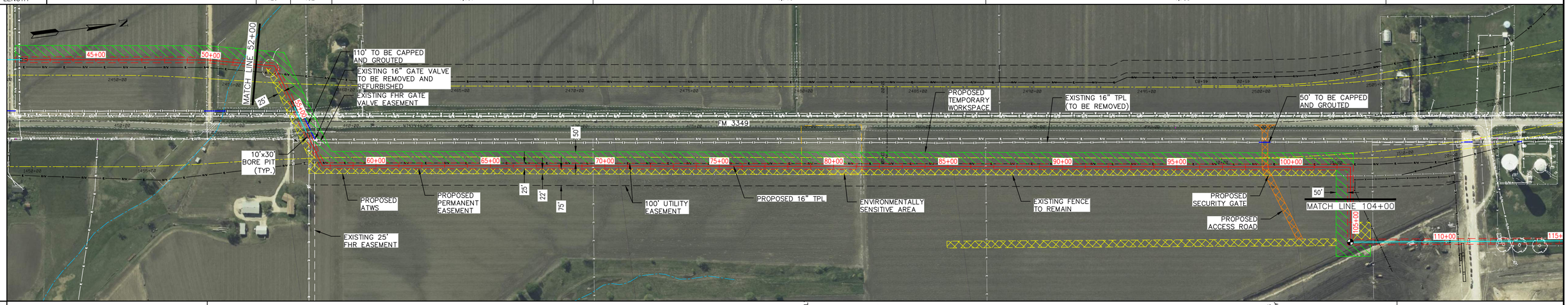
TRACT NO. & OWNERSHIP		WM-82 CYNTHIA D. KRUEGER PARCEL 73	UNK F.M. 3349	WM-12 RCR TAYLOR LAND LP PARCEL 78	WM-13 RCR TAYLOR LAND LP PARCEL 78	WM-14 RCR TAYLOR LAND LP PARCEL 78	
	52+00	53+20	57+52	69+49	86+65	104+00	
LENGTH		120'	432'	1,197'	1,716'	1,735'	

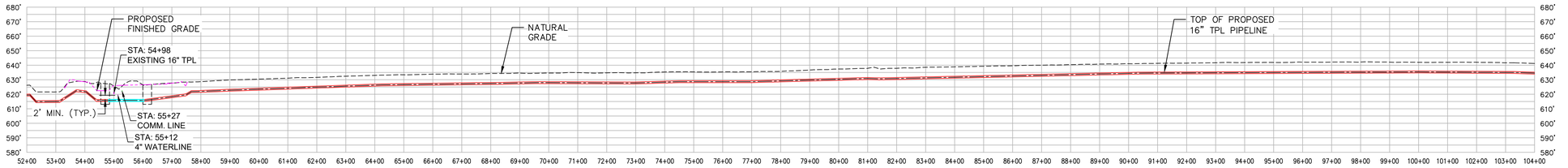
PLAN VIEW



STATIONING

52+00
STA: 52+32 EDGE OF WATER
STA: 52+82 PI 59°22'50" RT.
STA: 53+13 EDGE OF WATER
STA: 53+20 PROPOSED R/W
STA: 54+80 BEGIN BORE
STA: 54+65 FENCE
STA: 55+18 CL DITCH
STA: 55+54 OH POWERLINE
STA: 55+27 EXISTING R/W
STA: 55+68 C/L FM 3349
STA: 56+03 CL DITCH
STA: 56+05 END BORE
STA: 56+38 EXISTING R/W
STA: 56+43 OH POWERLINE
STA: 56+49 EXISTING BLOCK VALVE AND RECTIFIER, 20' LT.
STA: 57+52 PROPOSED R/W
STA: 57+66 PI 64°23'44" LT.
STA: 78+61 ENTER ENVIRONMENTALLY SENSITIVE AREA
STA: 81+24 C/L ROAD EXIT ENVIRONMENTALLY SENSITIVE AREA
STA: 98+86 TEMPORARY CONSTRUCTION ACCESS ROAD/FUTURE DRIVEWAY
STA: 102+59 PI 90°00'00" RT.
STA: 102+97 FENCE
104+00

PROFILE



0' 100' 200' 400'
SCALE: 1" = 200' HORIZONTAL

0' 20' 40' 80'
SCALE: 1" = 40' VERTICAL

DF/MOP		0.72/1440 PSIG			
MATERIAL	52+00	52+82 (10) — 280' — 54+80 (1) — 125' — 56+05 (2) — 4,795' — 57+66 (11) — 102+59 (13)			104+00
BUOYANCY AND EROSION CONTROL		NONE			
WETLANDS/WATERWAYS	52+00	NONE			104+00
CONSTRUCTION METHOD		OPEN CUT	BORE	OPEN CUT	
AC/CP MITIGATION		BY OTHERS			
MIN DEPTH OF COVER		6'			
SOIL SEGREGATION		AGRICULTURAL FIELDS ONLY			
REFERENCE DRAWINGS		FM3349-TPL-204			

LEGEND

- CENTERLINE
- EASEMENT LINE
- EDGE OF ROAD
- EDGE OF WATER
- FENCE LINE
- FIBER OPTIC LINE
- MAJOR CONTOUR
- MINOR CONTOUR
- OVERHEAD POWER LINE
- OVERHEAD TELEPHONE
- PIPELINE
- PROPERTY LINE
- PROPERTY LINE AND R.O.W.
- DITCH CENTERLINE
- SEWER LINE
- SLOPE TOP OR TOE
- TRAIL
- UNDERGROUND POWER LINE
- UNDERGROUND TELEPHONE
- WATER LINE
- PROPOSED PIPELINE
- BENCHMARK
- BORE LOCATION
- ELECTRIC JUNCTION BOX
- ELECTRIC METER
- ELECTRIC PULL BOX
- FENCE CORNER
- FIBER OPTIC VAULT
- FIRE HYDRANT
- GATE
- GUY ANCHOR
- LIGHT POLE
- MAILBOX
- MARKER
- MISCELLANEOUS FEATURE
- MONUMENT
- POST
- POWER POLE
- SANITARY SEWER MANHOLE
- SIGN
- TELEPHONE MANHOLE
- TELEPHONE VAULT
- UNKNOWN MANHOLE
- UNKNOWN VAULT
- VALVE
- VENT PIPE
- WARNING SIGN
- WATER VALVE
- WATER VAULT
- WELL
- ELECTRIC VAULT
- CULVERT OVERFLOW
- PROPOSED FEATURES
- EXISTING FEATURES
- PERMANENT EASEMENT
- TEMPORARY WORKSPACE
- ADDITIONAL TWS
- TEMPORARY CONSTRUCTION ENTRANCE
- HDD ENTRY/EXIT

NOTES & LEGEND

NO.	DESCRIPTION	QTY./FT.
1	PIPE 16.00" O.D., 0.375" W.T., API 5L-X65, PSL2, FBE COATED	5,075 LF
2	PIPE 16.00" O.D., 0.375" W.T., API 5L-X65, PSL2, FBE & ARO COATED	125 LF
10	INDUCTION BEND, NPS 16, 59', 5D W/ 2 FT TANGENTS	1 EA
	FABRICATED TO MATCH ITEM #1 LINE PIPE, FBE COATED	
11	INDUCTION BEND, NPS 16, 64', 5D W/ 2 FT TANGENTS	1 EA
	FABRICATED TO MATCH ITEM #1 LINE PIPE, FBE COATED	
13	INDUCTION BEND, NPS 16, 90', 5D W/ 2 FT TANGENTS	1 EA
	FABRICATED TO MATCH ITEM #1 LINE PIPE, FBE COATED	
19	CAP, NPS 16, 0.375" W.T., CS, MSS SP-75 Y65, BW	4 EA

MATERIAL SUMMARY

DRAWING NO.	TITLE
600-60001040-ASMap-B-24	TEXAS PIPELINE - AUSTIN TO WACO, 16in.
600-60001040-ASMap-B-25	TEXAS PIPELINE - AUSTIN TO WACO, 16in.
FM3349-TPL-204	BORE#2 - FM 3349

REFERENCE DRAWINGS

NO.	DATE	DESCRIPTION	DRAWN	ENG.	APP.	IFB	IFC
0	03/11/2022	ISSUED FOR CONSTRUCTION	JTT	CGF	EJL		

REVISIONS

FLINT HILLS resources

16" TPL (AUSTIN TO WACO)
PIPELINE RELOCATION
52+00 TO 104+00
ALIGNMENT SHEET

WILLIAMSON COUNTY, TEXAS

DRAWN BY:	CHECKED BY:	APPROVED BY:	SCALE:
BMCD	CGF	EJL	1"=200'

DATE: 06/29/2021 | DRAWING NO: FM3349-TPL-102 | SHEET 2 OF 3 | 0

Mar 11, 2022 - 12:27pm jttoney
\\bmcwfs\Clients\TNO\FlintHills\134557_TaylorReloc\Design\Pipeline\CADD\Working\Civil\FM3349-TPL-101-103.dwg

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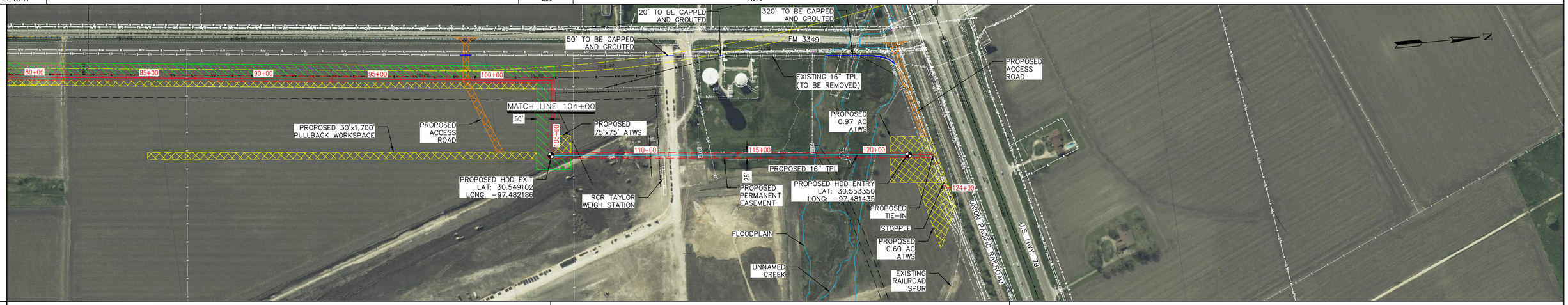
TRACT NO. & OWNERSHIP		WM-14 RCR TAYLOR LAND LP PARCEL 78	WM-15 RCR TAYLOR LAND LP PARCEL 78	
	104+00	106+86	122+59	
LENGTH		286'	1,573'	

PLAN VIEW



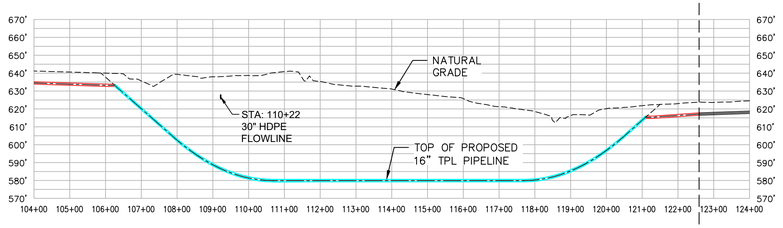
STATIONING

104+00

STA: 105+87 HDD EXIT POINT PI 90°00'00" LT.
STA: 106+26 10' OVERBEND
STA: 106+86 PROPERTY LINE
STA: 107+10 PROPOSED FENCE
STA: 110+59 PROPOSED FENCE
STA: 111+84 OH POWERLINE
STA: 112+88 OH POWERLINE
STA: 118+82 C/L UNNAMED CREEK
STA: 121+09 10' OVERBEND
STA: 121+50 HDD ENTRY POINT
STA: 122+26 RAILROAD R/W
STA: 122+58 OH POWERLINE
STA: 122+59 PI 69°24'12" RT. PROPOSED TIE-IN
STA: 123+90 STOPPLE

124+00

PROFILE



0' 100' 200' 400'
SCALE: 1" = 200' HORIZONTAL

0' 20' 40' 80'
SCALE: 1" = 40' VERTICAL

DF/MOP	0.72/1440 PSIG
MATERIAL	104+00 (13) 105+87 (6) 106+26 — 226' (1) — 1,483' (2) — (6) 121+09 (12) 122+59 (17) 123+90 — 150' (1) — 124+00
BUOYANCY AND EROSION CONTROL	NONE
WETLANDS/WATERWAYS	104+00 UNNAMED CREEK
CONSTRUCTION METHOD	OPEN CUT — HORIZONTAL DIRECTIONAL DRILL — OPEN CUT
AC/CP MITIGATION	BY OTHERS
MIN DEPTH OF COVER	6' — VARIES — 6'
SOIL SEGREGATION	NONE
REFERENCE DRAWINGS	FM3349-TPL-202

LEGEND

- CENTERLINE
- EASEMENT LINE
- EDGE OF ROAD
- EDGE OF WATER
- FENCE LINE
- FIBER OPTIC LINE
- MAJOR CONTOUR
- MINOR CONTOUR
- OVERHEAD POWER LINE
- OVERHEAD TELEPHONE
- PIPELINE
- PROPERTY LINE
- PROPERTY LINE AND R.O.W.
- DITCH CENTERLINE
- SEWER LINE
- SLOPE TOP OR TOE
- TRAIL
- UNDERGROUND POWER LINE
- UNDERGROUND TELEPHONE
- WATER LINE
- PROPOSED PIPELINE
- BENCHMARK
- BORE LOCATION
- ELECTRIC JUNCTION BOX
- ELECTRIC METER
- ELECTRIC PULL BOX
- FENCE CORNER
- FIBER OPTIC VAULT
- FIRE HYDRANT
- GATE
- GUY ANCHOR
- LIGHT POLE
- MAILBOX
- MARKER
- MISCELLANEOUS FEATURE
- MONUMENT
- POST
- POWER POLE
- SANITARY SEWER MANHOLE
- SIGN
- TELEPHONE MANHOLE
- TELEPHONE VAULT
- UNKNOWN MANHOLE
- UNKNOWN VAULT
- VALVE
- VENT PIPE
- WARNING SIGN
- WATER VALVE
- WATER VAULT
- WELL
- ELECTRIC VAULT
- CULVERT OVERFLOW
- PROPOSED FEATURES
- EXISTING FEATURES
- PERMANENT EASEMENT
- TEMPORARY WORKSPACE
- ADDITIONAL TWS
- TEMPORARY CONSTRUCTION ENTRANCE
- HDD ENTRY/EXIT

NOTES & LEGEND

NO.	DESCRIPTION	QTY./FT.	DRAWING NO.	TITLE
1	PIPE 16.00" O.D., 0.375" W.T., API 5L-X65, PSL2, FBE COATED	376 LF	600-60001040-ASMap-B-25	TEXAS PIPELINE - AUSTIN TO WACO, 16in.
2	PIPE 16.00" O.D., 0.375" W.T., API 5L-X65, PSL2, FBE & ARO COATED	1,483 LF	600-60001040-ASMap-B-26	TEXAS PIPELINE - AUSTIN TO WACO, 16in.
6	INDUCTION BEND, NPS 16, 10', 5D W/ 2 FT TANGENTS	2 EA	FM3349-TPL-202	HDD#2 - DRIVEWAY AND UNNAMED CREEK CROSSING
	FABRICATED TO MATCH ITEM #1 LINE PIPE, FBE COATED			
12	INDUCTION BEND, NPS 16, 69', 5D W/ 2 FT TANGENTS	1 EA		
	FABRICATED TO MATCH ITEM #1 LINE PIPE, FBE COATED			
13	INDUCTION BEND, NPS 16, 90', 5D W/ 2 FT TANGENTS	1 EA		
	FABRICATED TO MATCH ITEM #1 LINE PIPE, FBE COATED			
17	SPLIT TEE STOPPLE FITTING, NPS 16, CL 600	1 EA		
19	CAP, NPS 16, 0.375" W.T., CS, MSS SP-75 Y65, BW	6 EA		

MATERIAL SUMMARY

NO.	DATE	DESCRIPTION	DRAWN	ENG.	APP.	IFB	IFC
0	03/11/2022	ISSUED FOR CONSTRUCTION	JTT	CGF	EJL		

REVISIONS

REFERENCE DRAWINGS

FLINT HILLS resources

16" TPL (AUSTIN TO WACO)
PIPELINE RELOCATION
104+00 TO 122+59
ALIGNMENT SHEET

WILLIAMSON COUNTY, TEXAS

DRAWN BY:	CHECKED BY:	APPROVED BY:	SCALE:
BMCD	CGF	EJL	1"=200'

DATE:	DRAWING NO:	SHEET	OF	
06/29/2021	FM3349-TPL-103	3	3	0

\\bmce\vfs\Clients\TNO\FlintHills\134557_ToylorReloc\Design\Pipeline\CADD\Working\Civil\FM3349-TPL-101-103.dwg Mar 11, 2022-12:38pm jttoney

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Utility Adjustment for TxDOT Project

TXDOT STANDARD
SUA ESTIMATE
7/2020
FHR Revised 4/26/2022

Flint Hills Resources Corpus Christi, LLC
CCSJ: 3486-01-008

Utility ID#:
UNUMBER:

The cost estimate items must be sufficiently detailed to provide TxDOT with a reasonable basis for analysis. Items should include appropriate units and unit price for each (See Utility Manual, Chapter 6 Section 2). Applies to All "EA" items

	Line Item / Item Description	Unit	Quantity	$/Unit	Total
	INTERNAL MATERIALS - documented with Certified Ledger at Payment				
*	16" Pipe and Coating FBE Coated	LF	9760	$91.06	$ 888,745.60
*	16" Pipe and Coating ARO Coated	LF	3720	$104.56	$ 388,963.20
*	16" Induction Bends	EA	18	$3,683.76	$ 66,307.68
*	16" 600# Weld Neck Raised Face Flanges	EA	6	$884.58	$ 5,307.48
*	16" Welded End caps	EA	18	$690.71	$ 12,432.78
**	16" Stopple	EA	5	$32,178.49	$ 160,892.45
*	2" Thread-o-rings	EA	13	$1,951.85	$ 25,374.05
*	16" Pipe Bare	LF	80	$85.49	$ 6,839.20
**	2" Elbow	EA	4	$34.33	$ 137.32
**	16" Gasket ANSI 600	EA	6	$97.31	$ 583.89
**	1" Threaded Nipple	EA	2	$151.47	$ 302.94
**	2" Threaded Nipple	EA	12	$168.44	$ 2,021.23
**	1" Hex Head 3000# Plug	EA	2	$115.11	$ 230.23
**	2" Hex Head 3000# Plug	EA	4	$151.47	$ 605.89
**	Stud Bolt 1 1/2"x10" CL 600	EA	88	$42.42	$ 3,732.56
**	16"x1" Threadolet	EA	2	$6.10	$ 12.20
**	16"x2" Threadolet	EA	4	$11.00	$ 44.00
**	1" Ball Valve 3000#	EA	2	$91.39	$ 182.78
**	2" Ball Valve 3000#	EA	4	$283.16	$ 1,132.63
	Vendor Documentation for valve site piping components	EA	1	$1,040.00	$ 1,040.00
	Freight	EA	1	$38,145	$ 38,145.01
	Warehousing Costs (%)	%		1.00%	$ 16,030.33
				SUBTOTAL	$ 1,619,063.44
	EXTERNALLY ACQUIRED MATERIALS/SUBCONTRACTS - documented with Invoices and/or Checks				
**	Laminated Mat Rental & Delivery	LS	1	$96,414.12	$ 96,414.12
**	Road Access Materials	LS	1	$15,125.00	$ 15,125.00
**	Fencing & Gaps Materials	LS	1	$550.00	$ 550.00
**	Silt Fencing & Materials	LS	1	$2,420.00	$ 2,420.00
**	Sandblasting Materials (Bores)	LS	1	$3,877.50	$ 3,877.50
**	HDDs	LF	3430	$117.50	$ 403,025.00
**	Cathodic Protection	LS	1	$77,000.00	$ 77,000.00
**	Sandblasting Materials (Line Pipe)	LS	1	$5,027.00	$ 5,027.00
**	Hydrotesting Subcontractor	LS	1	$6,110.50	$ 6,110.50
**	Hydrotesting Above ground fabrication misc. materials	LS	1	$4,840.00	$ 4,840.00
**	16" 600# Valve Refurbishment	EA	1	$25,000.00	$ 25,000.00
**	Pigging Equipment (foam, poly & Brush Pigs)	LS	1	$11,047.30	$ 11,047.30
**	Hydrotesting Water, Frac Tanks and Trucking	LS	1	$126,927.79	$ 126,927.79
**	Seeding (ROW Restoration-Proposed PL)	LS	1	$2,783.00	$ 2,783.00
**	Fencing for Stopple Excavations (EA End)	LS	1	$605.00	$ 605.00
**	Sandblasting & Painting Materials for Fabrication Assoc. w/ Stopples	LS	1	$2,601.50	$ 2,601.50
**	Delta Prime Grouting Abandoned Segments	LS	1	$23,425.60	$ 23,425.60
**	Seeding (ROW Restoration- Demo Segment)	LS	1	$2,783.00	$ 2,783.00
**	Sanitation (12 Port-O-Cans w/ 6 Wash Stations)	MONTHS	4	$3,363.80	$ 13,455.20
**	Trench Box Rental with Delivery & Pickup	LS	1	$46,052.58	$ 46,052.58
**	Temporary Pig Traps materials	LS	1	$24,200.00	$ 24,200.00
**	Clearing & Mulching	LS	1	$9,075.00	$ 9,075.00

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**	Concrete. Rebar & Lumber for Valve Site	LS	1	$3,025.00	$	3,025.00
	[illegible]	LS	1	$6,050.00	$	6,050.00
**	Facility Rock for Valve Site	LS	1	$1,470.15	$	1,470.15
**	Geofabric for Valve Site	LS	1	$726.00	$	726.00
**	Security Fencing for Valve Site	LS	1	$14,520.00	$	14,520.00
**	Sandblasting & Painting/Coating Materials for Valve Site Fabrication	LS	1	$2,420.00	$	2,420.00
**	Erect-a-step for Valve Site	LS	1	$6,655.00	$	6,655.00
**	Access Road for RCR Taylor Pullback including Culvert and Gate	LS	1	$20,000.00	$	20,000.00
**	Office Trailer	MONTHS	3	$5,499.27	$	16,497.80
				SUBTOTAL	$	973,709.04
				MATERIALS SUBTOTAL	$	2,592,772.48

* Indicated items are being tracked for **BUY AMERICA COMPLIANCE** and will be documented using **Form 1818** and all supporting documentation prior to installation.

** Indicated items are **NOT** being tracked for **BUY AMERICA COMPLIANCE** and will **NOT** be documented using **Form 1818** and all supporting documentation prior to installation.

Line Item / Item Description	Unit	Quantity	$/Unit		Total
Internal Labor Costs - documented with Certified Ledger at payment.					
ROW	HR	100	$90.00	$	9,000.00
Environmental	HR	50	$90.00	$	4,500.00
Legal	HR	50	$150.00	$	7,500.00
Construction Management (Site Inspectors)	HR	3118	$130.00	$	405,340.00
Project Management	HR	1386	$130.00	$	180,180.00
Project Controls	HR	275	$115.00	$	31,625.00
Operations	HR	200	$100.00	$	20,000.00
OVERHEAD (4%)			4.00%	$	25,965.80
			SUBTOTAL	$	675,110.80
External Labor Costs - documented with Invoices and / or checks					
Superintendent	HR	476	$60.05	$	28,583.80
General Foreman	HR	476	$47.94	$	22,819.44
Safety Tech	HR	476	$49.67	$	23,642.92
QC	HR	476	$58.32	$	27,760.32
Foreman	HR	1012	$46.01	$	46,562.12
Rig Welder	HR	1356	$59.84	$	81,143.04
Heavy Equipment Operator	HR	3080	$43.71	$	134,626.80
Administrative Clerk	HR	476	$39.10	$	18,611.60
Craftsman 1 - (NCCER)	HR	2350	$44.28	$	104,058.00
Craftsman 2	HR	88	$42.56	$	3,745.28
Craftsman 3	HR	1804	$40.25	$	72,611.00
Craftsman 5	HR	986	$35.64	$	35,141.04
Welder Helper / Skilled Helper	HR	1056	$34.49	$	36,421.44
Laborer- Spotter	HR	2684	$31.03	$	83,284.52
Superintendent (OT)	HR	119	$83.66	$	9,955.54
General Foreman (OT)	HR	119	$65.72	$	7,820.68
Safety Tech (OT)	HR	119	$68.28	$	8,125.32
QC (OT)	HR	119	$81.10	$	9,650.90
Foreman (OT)	HR	253	$61.57	$	15,577.21
Rig Welder (OT)	HR	339	$82.06	$	27,818.34
Heavy Equipment Operator (OT)	HR	770	$58.15	$	44,775.50
Administrative Clerk (OT)	HR	119	$51.32	$	6,107.08
Craftsman 1 - (NCCER) (OT)	HR	588	$59.00	$	34,692.00
Craftsman 2 (OT)	HR	22	$56.45	$	1,241.90
Craftsman 3 (OT)	HR	451	$53.03	$	23,916.53
Craftsman 5 (OT)	HR	247	$46.20	$	11,411.40
Welder Helper / Skilled Helper (OT)	HR	264	$44.49	$	11,745.36
Laborer- Spotter (OT)	HR	671	$39.36	$	26,410.56
Superintendent (Per Diem)	DAYS	60	$105.00	$	6,300.00

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General Foreman (Per Diem)	DAYS	60	$105.00	$	6,300.00
Safety Tech (Per Diem)	DAYS	60	$105.00	$	6,300.00
QC (Per Diem)	DAYS	60	$105.00	$	6,300.00
Foreman (Per Diem)	DAYS	127	$100.00	$	12,700.00
Rig Welder (Per Diem)	DAYS	170	$100.00	$	17,000.00
Heavy Equipment Operator (Per Diem)	DAYS	385	$100.00	$	38,500.00
Administrative Clerk (Per Diem)	DAYS	60	$100.00	$	6,000.00
Craftsman 1 - (NCCER) (Per Diem)	DAYS	294	$100.00	$	29,400.00
Craftsman 2 (Per Diem)	DAYS	11	$100.00	$	1,100.00
Craftsman 3 (Per Diem)	DAYS	226	$100.00	$	22,600.00
Craftsman 5 (Per Diem)	DAYS	124	$100.00	$	12,400.00
Welder Helper / Skilled Helper (Per Diem)	DAYS	132	$100.00	$	13,200.00
Laborer- Spotter (Per Diem)	DAYS	336	$100.00	$	33,600.00
Pipeline Construction Services - Non Destructive Testing (NDT)	DAYS	55	$1,900.00	$	104,500.00
Pipeline Construction Services - vac trucks for drain up, nitrogen pig launch, pigging	EA	6	$10,000.00	$	60,000.00
Pipeline Stopple Services to set stopple train, hot-tap, mob/demob, temporary bypass	DAYS	5	$24,157.98	$	120,789.90
Pipeline Stopple Services to set single stopple train, hot-tap, mob/demob, temporary bypass	DAYS	2	$21,975.45	$	43,950.90
			SUBTOTAL	$	1,499,200.44

External Equipment Costs - documented with Invoices and / or checks					
Vacuum Lift	HR	14	$94.00	$	1,316.00
CAT 320	HR	1017	$94.00	$	95,598.00
Backhoe Rubber Tire	HR	198	$40.00	$	7,920.00
CAT D-6 Dozer	HR	198	$96.00	$	19,008.00
CAT 561 or Equal Sideboom Combination	HR	53	$103.00	$	5,459.00
MOTORGRADER 14H	HR	198	$110.00	$	21,780.00
Compactor 84" Sheeps Foot Drum Roler	HR	40	$64.00	$	2,560.00
Compactor 84" Smooth Drum Roler	HR	40	$80.00	$	3,200.00
90 HP TRACTOR	HR	73	$35.00	$	2,555.00
Sandblasting and Painting Rig	HR	146	$94.00	$	13,724.00
375 cfm	HR	47	$43.00	$	2,021.00
Sky Track All Terrain Fork Lift 12,000#	HR	66	$38.00	$	2,508.00
Ditch Witch FX30 Hydrovac Rig	HR	66	$125.00	$	8,250.00
1 Ton Crewcab (Gang Truck) w/ Tools	HR	1452	$42.00	$	60,984.00
Pick-up (Foreman)	HR	7364	$37.00	$	272,468.00
Water Truck	HR	25	$41.00	$	1,025.00
Welding Rig (w/electrodes, oxygen, acetylene)	HR	1694	$37.00	$	62,678.00
Diesel Tandem (w/ Triple Axle Lowboy)	HR	577	$95.00	$	54,815.00
Utility Trailer (Tandem Axle)	HR	77	$6.50	$	500.50
D-6 Tack Rig or Equal (w/ Machines & Air)	HR	53	$85.00	$	4,505.00
Test Trailer (w/ all Instruments)	HR	5	$100.00	$	500.00
Mini Excavator	HR	33	$48.00	$	1,584.00
Vermeer T655 Trencher	HR	27	$360.00	$	9,720.00
Sky Track All Terrain Fork Lift 8,000#	HR	66	$32.00	$	2,112.00
			SUBTOTAL	$	656,790.50

			LABOR AND EQUIPMENT SUBTOTAL	$	2,831,101.74

Line Item / Item Description	Unit	Quantity	$/Unit		Total
EXTERNAL ENGINEERING - Cost documented with INVOICES and / or CHECKS					
Burns & McDonnell Front End Labor prior to U-Agreement Approval - Engineering, Permitting, Environmental Investigations, Procurement, Estimating and Construction Planning	HR	2334	$163.31	$	381,165.54

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Burns & McDonnell Environmental Permitting and Investigations	HR	250	$162.15	$	40,537.50
Burns & McDonnell Labor from U-Agreement Approval to Construction Kickoff - Project Management, Permitting, Procurement, Estimating and Construction Planning (estimated 6 weeks from Apr 1 - May 13, 2022)	HR	537	$177.95	$	95,559.15
Burns & McDonnell Support during Construction	HR	1105	$177.55	$	196,192.75
Burns & McDonnell SWPPP Inspections during Construction	HR	276	$159.88	$	44,126.88
Expenses (travel to site for pre-construction, construction & SQ support)	TRIPS	80	$204.13	$	16,330.40
			SUBTOTAL	$	773,912.22
EXTERNAL SERVICES					
Geotechnical Investigations	EA	2	$21,130.00	$	42,260
Permitting and Environmental Mitigation Expenses (Floodplain permit, SWPPP Permit)	EA	2	$250.00	$	500
Topographical Survey Services (Pre-Construction)	DAY	14	$1,960.00	$	27,440
Topographical Survey Services (Construction Staking and As-Builts)	DAY	50	$1,960.00	$	98,000
Supplier Quality Subcontractor to Oversee Coating	DAY	14	$1,900.00	$	26,600
			SUBTOTAL	$	194,800.00
			Engineering / Administration / Inspection SUBTOTAL	$	968,712.22
REPLACEMENT EASEMENT COMPENSATION - following Quit Claim / Eligibility % Applied					
ROW Easement	SQ. FT	0.00	$0.00	$	-
Temporary Work Space	SQ. FT	0.00	$0.00	$	-
County Permits	EA	0	$0.00	$	-
			SUBTOTAL	$	-
			EASEMENT COMPENSATION SUBTOTAL	$	-

SUMMARY:

GROSS REIMBURSABLE TO UTILITY		$	6,392,586.44
SALVAGE and or Depreciation CREDIT		$	-
ELIGIBILITY RATIO	98.43%	Ratio Deduction	$ 100,363.61
BETTERMENT RATIO	0.00%	Ratio Deduction	$ -
NET REIMBURSEMENT TO UTILITY		$	6,292,222.84

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Bill of Materials

Description	Unit	Quantity	Sheet	Totals
16" Pipe and FBE Coating	FT	3720	FM3349-TPL-101	
	FT	5600	FM3349-TPL-102	9760
	FT	440	FM3349-TPL-103	
16" Pipe and FBE + ARO Coating	FT	1760	FM3349-TPL-101	
	FT	200	FM3349-TPL-102	3720
	FT	1760	FM3349-TPL-103	
16" Pipe and Painting	FT	80	FM3349-TPL-101	80
16" Induction Bend	EA	11	FM3349-TPL-101	
	EA	3	FM3349-TPL-102	18
	EA	4	FM3349-TPL-103	
16" Weld Neck Flange	EA	6	FM3349-TPL-101	6
16" Welded End Caps	EA	8	FM3349-TPL-101	
	EA	4	FM3349-TPL-102	18
	EA	6	FM3349-TPL-103	
16" Stopple	EA	3	FM3349-TPL-101	
	EA	0	FM3349-TPL-102	5
	EA	2	FM3349-TPL-103	
2" Thread-o-rings	EA	4	FM3349-TPL-101	
	EA	0	FM3349-TPL-102	10
	EA	6	FM3349-TPL-103	
Small bore vent and drain piping	LS	1	FM3349-TPL-101	1

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EPC Basis of Estimate

FHR TAYLOR TPL1 PIPELINE RELOCATION PROJECT

Contractor Project No 134557

Prepared by

Contractor
9400 Ward Parkway
Kansas City, MO 64114

1	04/19/2022	Issued to Williamson County	CGF	EJL
0	10/27/2021	Issued to TXDOT	EJL	EJL
REV	**DATE**	**DESCRIPTION**	**ORIG**	**APPR**

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1. OVERVIEW

This Basis of Estimate outlines the assumptions, expectations, allowances, and quantities that were utilized in building up the Williamson County cost estimate for the Taylor TPL1 Pipeline Relocation Project.

Changes to the information included in any of the referenced documents have the potential to impact the cost and/or schedule of the project.

The build-up of the cost estimate is based on information supplied by Williamson County and FHR, engineering efforts to date, as well as site visits and project meetings.

Unless specifically noted the assumptions, exceptions and allowances apply to all subprojects that make up the entire project.

2. BASIS DOCUMENTATION

2.1 Approved Engineering Documentation

A substantial amount of the engineering work has been developed to date for this project. Many documents have been reviewed and approved by FHR and Williamson County. Approval denotes that Williamson County agrees that these documents fulfil their requirements for this project and subsequentially fulfil the scope of services to Williamson County. The engineering documents and drawings that were utilized in the development of the EPC estimate are referenced in **Appendix A and B.** These documents were instrumental in developing the estimate and are included as reference in the basis of the estimate.

2.2 Procured and Subcontracted Items

Some of the engineering documents referenced in **Appendix A** have been utilized to solicit bids for pipe, services, materials, and other items. Bid tabs and vendor quotes were reviewed with FHR. The quotes received to date have a validity period as specifically noted. Where the design has changed after the receipt of the quote, adjustments have been made by FHR and Burns & McDonnell to amend the cost based on current scope and quantities.

Significant delays in award of changes to the scope will result in a change to the cost and or schedule.

Following is a list of major procurement packages and subcontractor packages that have been quoted for the estimate:

- P-1000 Line Pipe
- P-1100 Gate Valve - refurbish
- P-1200 Induction Bends
- C-70 Pipeline Construction
- C-73 Stopple Services

This may be adjusted as needed after funding the project, in order to meet the current needs and market pricing for the project.

3. ESTIMATE ASSUMPTIONS, CLARIFICATIONS AND EXCEPTIONS

3.1 General

1. The costs are based on execution of the project according to FHR, TXDOT/Williamson County industry standards and specifications except as noted. FHR standards utilized for the design and construction are included in **Appendix B**.
2. The cost estimate is based on the entire scope being executed as a single construction project.
3. The planned TXDOT drawings and other existing documentation provided during the Detail Design by TXDOT were not independently verified by BMCD or FHR in the preparation of the EPC estimate. BMCD assumed the data to be valid and relied on this for the development of the engineering and cost.

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4. Estimate includes all FHR, Contractor and Subcontractor overhead, site supervision, quality and safety oversight, progress controls and project management necessary to complete the project.
5. Taxes have been excluded from the estimate.
6. TXDOT and Williamson County costs have been excluded in the estimate.
7. The estimate includes FHR and Contractors costs to date through 4/1/22 as well as estimate costs through the completion of the work.
8. Construction costs are based on a T&M Cost estimate provided by Storm Field Services based on scope at time of submittal.

3.2 Engineering

1. The necessary level of design required to complete this estimate includes HDD design, tie-in configurations, and open cut trench locations.
2. Engineering costs include the necessary support during the procurement and construction phase of the project.
3. Workspaces and easements shown on drawings will be obtained for construction. If rights-of-way cannot be obtained as shown, additional engineering of tie-ins and drill geometry may be warranted.

3.3 Procurement and Materials

1. Pricing for materials is based on supplier quotes received in February. The quantities on the quotes have been updated based on current design.
2. Quantities include an industry standard overage for waste based on the current design.
3. Freight for the materials is included in the estimate.
4. Source inspection for bends and coating is included in the estimate to verify the quality prior to shipping to site.
5. Material costs include only permanent materials to be installed.
6. All materials meet the TXDOT Buy America requirement.
7. The existing block valve at FM3349 will be removed and refurbished for re-use in the replacement pipeline. The refurbishment of the valve will be reimbursed by Williamson County but will not have any “Buy America” requirements.
8. A fee for warehousing has been included due to the unknown schedule. This will prevent triple handling of the pipe if the ROW or contractor are not ready to receive the pipe at the time of delivery.
9. It is assumed that a TXDOT or Williamson County representative will inspect pipe at the warehouse before shipping to site to avoid double handling of materials.

3.4 ROW and Easements

1. ROW easement and temporary work space costs are not included in the current estimate as that has been in the scope of Williamson County to purchase the required work spaces and easements. If any additional easements or temporary work spaces are required they would have to be purchased by Williamson County.

3.5 Survey

1. Survey costs include all necessary pre-construction, construction, and post construction surveys.
2. Survey costs include both survey and picking up construction/quality information to include in as-built drawings for TxDOT submittal and FHR documentation.

3.6 Site Conditions

1. Geotechnical surveys were preformed to confirm the horizontal directional drill designs.
2. The Geotechnical report was utilized for the purpose of the design and construction pricing is referenced below.

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3. if site conditions differ from the geotechnical reports, the cost and schedule could be impacted.

3.11 Removal and Abandonment of Existing Pipe

1. Vacuum trucks have been included for the initial cutting of the existing pipeline to remove residual pipe. It is assumed CC.
2. Pipe will be abandoned or removed based on the drawings.
3. Abandoned in place piping will be grouted and capped.
4. Removed piping will be disposed offsite.

3.12 QA/QC

1. All piping is assumed to be 100% NDT. Rates have been built up based on minimal days on site to shot as many welds as possible.
2. DOT OQ training and oversight is assumed to be required for all necessary covered tasks. Costs for this have been included with the C70 pricing.

3.13 Environmental

1. SWPPP is under development. It is assumed standard TX erosion requirements will be needed.

3.14 Permits

1. The following permits are assumed to be needed for this work and are included in the estimate and schedule:
    a. Floodplain Development Permit City of Taylor
    b. NPDES Storm Water Permit and SWPPP for Construction Activities
2. It is assumed this project is exempt from the following permits:
    a. Clean Water Act (CWA) Section 404 Authorization
    b. TCEQ hydrostatic test water discharge permit exempt due to the pipeline material being new.

3.15 Subcontracts

1. Subcontract work costs are based on T&M bids received for the HDD and pipeline work. The stopple, vacuum truck, NDT and environmental services are based on current MSA in place.

3.16 Schedule

1. The estimate is based on the following construction milestone schedules:
    a. U-Agreement approval on or before December 10, 2021
    b. Mobilization January 14, 2022

    Significant changes to this schedule have impacted the project cost. The Rev 1 estimate is based on the following construction milestone schedules:
    c. U-Agreement approval on or before April 26, 2022
    d. Mobilization June 1, 2022
2. The work is based on construction 6 days per week.
3. Estimate construction duration is 95 calendar days (18 weeks). This is subject to weather and any potential changes or stoppages during construction.
4. Some weather and productivity float are included in the schedule. A significant weather event will result in a change to the cost and schedule.
5. The tie-in schedule is subject to the operations and marketing needs. This could result in stand-by days prior to tie in.

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3.17 Construction

1. Work is based on one (1) mobilization and demobilization for construction and decommissioning and abandonment of existing pipeline.
2. Traffic Plans and implementation where impact to roads is expected has been included. It is assumed neither TXDOT nor Williamson County will charge for traffic permits for TXDOT and County roads. The FM3349 and CR132 road crossings are designed to be bored.
3. FHR standards will be utilized for the design and construction of the new and existing pipelines. This list is included in **Appendix B.**
4. Pipeline work is assumed to be done prior to other utility relocations. If other utilities are working concurrently, this could cause delays or additional costs in the pipeline construction work.

3.18 Tie-in and Commissioning

1. Cost for nitrogen purge to displace the liquids has been included in the estimate for all pipeline segments.
2. It is assumed that the tie-ins can be performed in a single 36-hour shut down period. The block valve installation will be performed after the replacement line is operational following the valve refurbishment.

3.19 FHR Support

1. Costs have been included for FHR project, environmental, legal, RO, procurement and construction management support and operations. The costs are based on estimated man-hours for the effort.
2. 4% overhead has been included in the FHR personnel rates.

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APPENDICES TO THE EPC BASIS OF ESTIMATE

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APPENDIX A – APPROVED ENGINEERING DRAWING LIST

Drawing Number	Title	Rev	Date
FM3349-TPL-101	ALIGNMENT SHEET	0	03/11/2022
FM3349-TPL-102	ALIGNMENT SHEET	0	03/11/2022
FM3349-TPL-103	ALIGNMENT SHEET	0	03/11/2022

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APPENDIX B – FHR SPECIFICATION LIST

Doc Number	Title	Rev	Date
CS1506.220	Horizontal Directional Drilling	2.1	9/12/2019
ES1505.121	Alignment Sheet Template Management	1	9/27/2018
ES1505.200	Plant Applied Pipe Coatings – Underground	3.2	9/11/2019
ES1505.202	Field Applied Underground Pipeline Coatings	3.1	8/23/2019
ES1505.310	Mapping As-Built Delivery	1	7/1/2019
ES1505.400	Design Basis Pipeline	3.1	6/25/2019
ES1505.414	Induction Bends	3.1	6/25/2019
ES1505.440	Valves	6	1/31/2020
ES1505.463	Backfill of Pipelines	3.1	8/23/2019
ES1505.464	Horizontal Directional Drilling	7	12/6/2019
STD220.120	Excavation	9.2	8/26/2019
STD220.100	EHS Work Permit Standard	13	10/12/2019
TG1601.190	MOP Establishment and Pressure Testing of Pipelines	7.1	9/21/2019
PGM610.100	Operator Qualification Program	24.1	6/15/2020
TXDOT-ALL-FHR-CNS-LST-0001	DOT OQ Covered Task List	0	8/5/2020
21.14.370	TWE Report No. 21.14.370	0	12/13/2021
TCP (2-1)-18	TXDOT Traffic Control Plan - Conventional Road Shoulder Work	2-18	2/1/2018

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Flint Hills Resources Engineering Standard

Backfill of Pipelines

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1.0 SCOPE

1.1 General

This Backfill of Pipelines Engineering Standard contains specifications for Backfill criteria of steel pipelines. This Engineering Standard is for use on new pipeline and station projects, or pipeline repair projects, to ensure Backfill is adequate and completed to the Company's expectations to prevent future issues and help achieve project implementation. This Standard is intended for Backfill under normally dry conditions. This Standard does not specifically apply to areas of swamp, shallow water table, or underwater.

This document and its requirements are contingent upon any differing or additional requirements that may have been put in place by the controlling agency or ROW/easement agreements.

This Standard should not supersede any laws, regulations, or statutes, nor relieve any personnel responsible for work covered by this Standard from knowing and complying with applicable laws, regulations, or statutes.

1.2 Responsibility

The Project Manager shall be responsible for the design of Backfill processes. The Inspector shall be responsible for overseeing the Backfilling operation of pipelines and maintaining communication with Contractors.

2.0 DEFINITIONS

Also, refer to FHR Frequently Used Acronyms List on FHR employee website.

Note: Defined terms are capitalized when used within this document, except for the words shall, must, will, and should.

Backfill - (v.)The act of filling an open trench/hole back to original or specified elevation. (n.) Material used to fill an open trench/hole back to original or specified elevation.

Company - Refers to Flint Hills Resources, LC (FHR).

Contractor - Refers to personnel hired by the Company to perform Backfill operations.

Debris - Material that can damage or shield cathodic protection and is not approved Backfill material, this could include construction materials (i.e. tarps, silt fencing, trash, etc.).

Double Ditch - A process of excavating the pipeline trench in which it is excavated in two passes. The first pass should be excavated at a depth in which the strata changes between the topsoil and subsequent stratas. The second pass is excavated to full depth. The first (topsoil) and second (all other stratas) pass spoils should be kept segregated and not intermingled.

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Erosion Control Blankets - Natural materials that are biodegradable that are used to protect disturbed slope and channel areas from wind and water erosion.

FHR - Refers to assets operated by Flint Hills Resources, LC or under the responsibility of the FHR Pipelines & Terminals business unit.

Flowable Fill - A flowable mixture which contains cement, sand, fly ash, and water. The mix is designed, batched and its flowability adjusted by the Ready Mix Supplier.

Holiday - A defect or discontinuity in a protective coating that exposes the underlying surface to the environment.

Impact Loading - Loading directly onto the pipe and/or appurtenances with high impact (i.e. force). High Impact Loading can damage the pipe coating or pipe itself.

Lift - A layer of Backfill spoil to be applied to the trench and is compacted per specification before a subsequent Lift is applied. Lift thicknesses are to be set by the Company and depend on soil types and moisture content of the Backfill spoil.

Padding - Material (i.e. mechanical, rock, sand, clay, etc.) to protect the pipe and pipe coating from Debris, rocks, and rocky trench environments.

Pipe Zone - The Pipe Zone shall include the full width of trench from the bottom of the pipe to a horizontal level 12 in. above the top of the pipe. Where multiple pipes are placed in the same trench, the Pipe Zone shall extend from the bottom of the lowest pipe to a horizontal level 12 in. above the top of the highest or topmost pipe.

Proctor (Compaction Test) - A laboratory method of experimentally determining the optimal moisture content at which a given soil type will become most dense and achieve its maximum dry density.

Relative Compaction - The ratio, expressed as a percentage, of the in-place dry density to the laboratory maximum dry density.

Right-of-Way (ROW) - The strip of land rented by the Company to install and operate the pipeline within.

Roads

Primary Roads - Generally major roads and highways with relatively large volumes of traffic and have a well-defined traveled roadway (traffic lane) and shoulders with a granular pavement and/or concrete surface.

Secondary Roads - Generally, roads with moderate traffic. Usually the traveled roadway will be defined but may not have apparent shoulders. The road surface may contain granular material, earth or a combination of both.

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Unimproved Roads – Generally, minor roads with minimal traffic. Roads will normally be identified as small roadways, trails, or tracks with no embankment or adjacent ditches and constructed/situated in natural earth material. The surface may have a light application of granular material.

Shall/Must/Will - Used in the Engineering Specifications/Standards to designate a mandatory design requirement.

Should - Used in the Engineering Specifications/Standards to designate a discretionary design requirement.

Soil Cap - Sometimes called a Crown, is the uppermost layer of Backfill material all of which is above the elevation of adjacent areas.

Subsidence - An undesirable condition when the sinking of soil into the pipeline trench as uncompacted soil consolidates after primary Backfill has been completed.

Trench Zone - The portion of the trench from the top of the Pipe Zone to the existing surface of adjacent areas.

Trim Backfill - Final topsoil is sloped, elevated, compacted, and graded the same as the undisturbed, adjacent ground.

3.0 DESIGN PROCEDURE SUMMARY

Consideration to trench design, pipe supports, Padding, and pipe floating conditions shall be analyzed prior to Backfilling operations.

Consideration to ROW agreements and costs may determine if a Crown/Soil Cap or a Trim Backfill method is utilized.

4.0 DESIGN

4.1 General Overview and Design

4.1.1 Overview

Generally, there are two main pipeline Backfill approaches:

The first is more traditional and generally more cost effective. It involves a method where the excavation spoils are placed back into the pipeline trench with little attention paid to compaction or soil density. A Crown, or Soil Cap is installed above the elevation of adjacent ground elevations to act as a cushion that will settle into the trench over time as the excavation spoils compact naturally. This cushion helps mitigate future Subsidence.

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The second involves a method where the excavation spoils are placed back into the pipeline trench with much attention paid to compaction and soil density. Attempts are made to ensure the spoils being Backfilled are nearly equal in density to that of the adjacent ground. In this method, the Crown, or Soil Cap is not installed as the future Subsidence issues are mitigated through compaction. The compaction requirements in Section 4.5 are applicable to this method. This method is referred to as Trim Backfill.

Easement restrictions, cost, soil conditions, elevation and profile, and other ROW expressions can define which of these methods are to be employed. It is typically not feasible from a quality, or cost perspective to alternate between methods along the length of a pipe lay.

Comment: *Re-vegetation of the ROW is also an important part of mitigation of future Subsidence issues and should be considered in design.*

4.1.2 General Design

4.1.2.1 Warning Tape

During pipeline design, the Project Manager should consider installing warning tape marked “Danger – Underground Utility” above the pipe, to mitigate asset damage. Generally, this will be installed 2 ft. above the top of the pipe. Consideration should be given to farming or other activities when determining warning tape depth.

4.1.2.2 Debris

Both before the pipe has been lowered into the trench, and before Backfilling, the trench shall be inspected to ensure that it does not contain skids, brush, stumps, trees, rocks, welding rods, metal shavings, or other Debris. Furthermore, such Debris shall not be Backfilled into the trench in either the Pipe Zone or Trench Zone.

No Debris that will shield or modify cathodic protection shall be Backfilled into the trench, unless approved by the Corrosion Capability and Area Operations Manager/Supervisor.

4.1.2.3 Backfill Material

The Backfill material is suitable if the rock size in the Backfill is 1-1/2 in. or smaller and the surrounding earth content for Backfill is deemed adequate per environmental review and/or geotechnical survey.

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4.2 Padding Procedure

4.2.1 Should the rock sizes be larger or the earth content lacking, there are mitigation options available for consideration. Options such as mechanical Padding, sand Padding, approved rockshield, or select Backfill can be considered. Other materials shall be reviewed and approved by the Corrosion Capability. Extra trench depth may be necessary to accommodate some of the methods above.

Comment: *Typically, select Backfill material used for Padding is 3/8 in. or smaller. Then, the larger 1-1/2 in. native Backfill rocks can be put in on top of that Padding layer.*

4.2.2 Neither rock greater than 1-1/2 in., nor frozen material shall be Backfilled directly onto the pipe. Where such materials are encountered, Contractor shall install sufficient earth or sand to form a layer under, around, and a minimum of 12 in. thick (prior to compaction) above the pipe.

4.2.3 It is the Company's recommended practice to maximize the use of native Backfill material. Therefore, after analysis is done on the removed soil, and the cost evaluated, the Project Manager and Inspector shall determine if a mechanical Padding machine(s) should be utilized.

4.2.4 When solid rock or rocky conditions are present, the pipe shall be lowered onto burlap sandbags of sufficient size to maintain at least 6 in. of clearance between the pipe and trench bottom. The pipeline shall at all times be uniformly supported throughout its length. The spacing should be captured in the design of the pipeline installation and then followed by the Contractor. Contractor shall supply hoisting equipment of adequate size to safely reposition the pipe and/or burlap sandbags as necessary to achieve proper alignment in the trench.

Comment: *Burlap is the Company's preferred sandbag. The bag material should not interfere with the cathodic protection system and should not be a plastic-type of material.*

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4.2.5 A thorough inspection shall be carried out prior to the placing of any Padding to ensure that adequate bottom (6 in.) and side clearance (middle of trench) has been achieved. Additional burlap sandbags may be necessary as determined by the Company Inspector, particularly at side bends or sags and over bends to prevent contact with rock. When the pipe is satisfactorily supported, the Padding material may be placed directly onto the pipe and allowed to pour under the pipe to complete the bottom and top Padding in one operation. Although, it is preferred to avoid placing material directly on the pipe when possible. Contractor shall pay particular attention to the under Padding, probing and compacting, as necessary, to achieve a firm under Padding totally free from voids. The finished surface of Padding shall be at least 8 in. above the pipe and shall be level across the trench.

4.2.6 The Contractor shall not use earth from the ROW for Padding except from the spoil bank. Under no circumstances shall topsoil be used for Padding. Imported Padding materials will only be acquired from Company approved sources, as approved by the Project Manager and Environmental Capability.

4.2.7 Surplus Padding material shall be placed in the trench or removed to an approved disposal site and shall not be left on the ROW, unless special provisions have been made with the landowner. Contractor shall avoid loss of topsoil and only a minimal amount of sand residue will be permitted, such that a change in soil texture does not occur.

4.3 Backfilling Procedure

4.3.1 General Backfill Operations (Applicable to Soil Cap/Crown and Trim Backfill Methods)

4.3.1.1 Prior to lowering-in of the pipe, the pipe shall be tested per FHR PRC1601.198, Field-Applied External Pipeline Coating Inspection, in regard to identifying Holidays.

4.3.1.2 All Backfilling operations shall be done in a manner that will prevent damage to the protective coating. Coating used for repairs requires approval by Company prior to application. Refer to FHR ES1505.202, Field-Applied Coatings, for approved coating materials.

4.3.1.3 Impact Loading of the pipeline, appurtenances, and structures must be avoided during the placement of Backfill.

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4.3.1.4 Flowable Fill and concrete can be applied directly to the pipeline, provided the pipeline is first coated with a layer of fusion bond epoxy coating and an abrasion resistant overcoat. Refer to FHR ES1505.200, Plant-Applied Pipe Coatings and FHR ES1505.202, Field-Applied Pipe Coatings for proper coatings that should be used.

If used as a footer, Flowable Fill and concrete should be poured first, and burlap sandbags placed on top of the concrete footer prior to installing the pipeline.

Comment: *Flowable Fill can be used as a stable base when heavy equipment or concrete will be installed above ground (station, etc.) and the soil cannot support the infrastructure.*

4.3.1.5 The Contractor shall perform all Backfilling across drainage ditches, irrigation ditches, terraces, drainage districts, railroads, public highways, private drives, trails or roads, rivers and other streams, or any other special crossings, in accordance with the jurisdictional agency or applicable permit specifications.

4.3.1.6 Excavated spoils from one area of the trench shall not be Backfilled in another area of the trench.

4.3.1.7 Backfilling shall be completed as quickly as reasonably possible after lowering-in of the pipe. Contractor shall Backfill the trench sufficiently to prevent the pipe from floating should the trench become flooded. Contractor shall ensure that the pipe remains in the bottom of the trench. Company may perform surveys after Backfilling and/or cleanup as it deems necessary to ensure the pipe has the specified cover.

4.3.2 Soil Cap/Crown Method (Mainline)

Crown/Soil Cap Method is usually more cost effective and mitigates Subsidence by placing a layer above ground level for future settling into the trench. It is the Company's preferred method of Backfilling pipelines.

4.3.2.1 Typically, Crowns are sloped to a 10% grade. Consideration to soil type, depth and width of trench should be considered as well.

4.3.2.2 Even though it is not constrained to compaction requirements, it is the Company's preference that some compaction is done on the top surface prior to the Soil Cap/Crown installation.

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4.3.3 Trim Backfill Method (Mainline)

Trim Backfill is typically costlier and labor intensive. Also, consideration should be given to ongoing maintenance costs and associated risk of Subsidence related issues. This method attempts to mitigate future Subsidence by Backfill being installed at or above adjacent ground densities and requires compaction and testing at the time of Backfill. Typically, a Trim Backfill method should only be used if the ROW agreement dictates such.

Considerations that are critical to understand when selecting to do a Trim Backfill Method may include, but are not limited to, the following:

- Soil types
- Moisture content
- Ease of compaction
- Typical time for area to revegetate

These considerations may lead the project to include the following methods/equipment to ensure proper compaction. Other methods may also be available.

- Additional Padding machines
- Compaction after specified Lift heights
- Soil borings and associated lab test samples
- Specialized compaction equipment
- Backfill testing for Relative Compaction

The Project Manager should perform an economic and risk based evaluation to determine the methods used for the project.

After Backfilling, the ROW grade shall be contoured to the profile of the undisturbed, adjacent ground.

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4.4 Location Specific Backfilling Operations

4.4.1 Cultivated Land

4.4.1.1 Across cultivated lands, the top 12 in. of trench shall be left free of any rock. Rocks greater than 1-1/2 in. shall be removed. When the Double Ditch Method is used, the second pass spoils, in their entirety (without rocks greater than 1-1/2 in.), must be Backfilled first, and then the first pass spoils (topspoil) will be used to complete the Backfill. If the Backfill cannot be completed using the first pass spoils, (topspoil) similar material must be imported. Compaction shall be done per Section 4.5, unless predetermined otherwise.

4.4.2 Foundations

4.4.2.1 Where concrete foundations are installed (e.g. tie-ins and mainline valve assemblies, etc.), Contractor shall ensure that all Backfill material consists of native soils or other approved material which are free of topsoil, vegetation, Debris and other objectionable materials. The uppermost 3 ft. shall be uniformly placed and compacted in Lifts (6 in.) with each Lift compacted to a minimum of 95 percent of Standard Proctor density, which is outlined in Section 4.5. A top layer of gravel is typically added to surround the foundation.

4.4.3 Swamps and Marshes

4.4.3.1 Refer to FHR ES1505.468, Swamp and Marsh Construction, for Backfilling criteria and equipment applicable to these types of locations.

4.4.4 Station Yards, Mainline Valves, and Other Fenced Enclosures

4.4.4.1 If native soil is inadequate to support equipment, and upon the Company's request, imported material shall be installed to prevent Backfill settlement adjacent to piping or equipment assets; such as mainline valves, concrete pads, etc.

4.4.4.2 As a best practice for new construction, the Backfill within pump and meter stations, mainline valve assembly sites, and any other fenced enclosures shall be uniformly placed and compacted in 6 in. Lifts with each Lift compacted to a minimum of 95 percent of Standard Proctor density.

For existing sites and maintenance activities, use good construction practices for backfill around equipment. Consider impacts due to potential settling over time.

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The finished grade shall establish drainage away from the facilities. See Section 4.3 in FHR ES1505.460, Site Preparation, Earthwork, Grading, Roads, and Pavement.

4.4.4.3 Typically, a final top layer of gravel is added in these locations.

4.4.4.4 Backfilling underground valves and associated appurtenances in environments susceptible to frost heave shall use material and criteria as defined in FHR ES1505.461, Frost Heave Mitigation for Buried Valves.

4.4.5 Roads

4.4.5.1 Primary Roads

- For open-cut crossings of Primary Roads, the excavated trench across the road between the outside edges of the shoulders shall be Backfilled with granular material as specified by the controlling entity in which the road is located. If the controlling entity does not specify required Backfill requirements, Table 4-1 and 4-2 should be used.

TABLE 4-1: Material Size Requirements Deeper than 12 in. Below Road Surface

The Backfill material up to 12 in. below the finished road surface of the road shall be pit run gravel with the following gradation limits:

Sieve Size	% Passing by Weight
4-inch	100
1-inch	60-100
1/4-inch	25-100
1/8-inch	25-75
0.02-inch	15-50
0.003-inch	0-8

The Backfill material for the 12 in. immediately below the finished road surface shall be hard, durable crushed rock or crushed gravel with the following gradation limits:

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Sieve Size	% Passing by Weight
1-inch	100
1/4-inch	75-100
1/8-inch	40-70
0.02-inch	15-45
0.003-inch	0-8

- The Backfill material shall be placed in layers not less than 6 in. thick with each layer thoroughly compacted using a power driven vibration type tamping machine approved by the Company. The degree of compaction shall meet the requirements of the governing authority or, if unspecified, be consistent with adjacent ground. Contractor shall add water to the Backfill material per Proctor. Care shall be taken to not add too much water as it could float the line pipe.
- The surface of all open-cut paved highways shall be replaced with a new paving material having the same specifications as that originally removed, unless otherwise requested by the controlling agency. The pavement shall not be cut beyond the required trench width or to governing authority's specifications, and the adjacent roadway and shoulders shall be cleaned of all mud and Debris prior to repaving. All surface courses shall be thoroughly compacted and properly blended in with the adjacent roadway to form a uniform surface condition free from bumps or depressions.

4.4.5.2 Secondary Roads

- For open-cut crossings of Secondary Roads, the existing material from the excavated trench across the entire road width may be reused for Backfill up to 12 in. below the finished road surface. Existing material may be rejected due to high moisture or rock content, in which case, the Contractor shall install suitable Backfill material as specified for Primary Roads. Compaction requirements across the roadway and shoulders shall be the same as those specified for Primary Roads. Surfacing, where required, shall be of a material equal to the existing road surface and shall be installed in a smooth uniform condition free from bumps or depressions. Other specifications may supersede and apply if governed by a jurisdictional agency.

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- Unless otherwise noted, crossings of private driveways, roadways and access roads shall be constructed to Secondary Road requirements.

4.4.5.3 Unimproved Roads

- Unless otherwise specified, natural Backfill material shall be used for crossings of Unimproved Roads. The Backfill requirements at these crossings shall be free of rocks greater than 1-1/2 in. Compaction shall ensure that the trench area is compatible with the adjacent roadway's soil density and free from bumps or depressions. Typically, granular topping equal to existing road conditions is installed as a final layer.

4.4.5.4 Pipeline Crossing (Within Company Easement)

- In case the need arises to cross a newly Backfilled pipeline trench, a temporary ramp should be employed.

  Comment: *The temporary ramp configuration and constructed material type is subject to approval by the Chief Company Inspector and/or Project Manager. Weight limits of the ramp must be considered.*

4.5 Compaction

The following Compaction requirements are to be used in the following cases:

- Under foundations
- Road crossings - if not specified by the jurisdictional agency

The testing of compaction shall be conducted as described below:

Determine the density of soil in place by the sand cone method, ASTM D1556 or equivalent (e.g. soil density gauge).

Determine laboratory moisture-density relations of soils by ASTM D1557.

Sample Backfill materials by ASTM D75.

When tests indicate that the compaction is less than the specified Relative Compaction, rework and retest those areas until the specified Relative Compaction has been obtained.

4.5.1 Compaction Requirements

Relative Compaction in pipe trenches shall be a minimum as follows:

Pipe Zone – 90% Relative Compaction.

Backfill above Pipe Zone not beneath paving – 90% Relative Compaction.

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Backfill above Pipe Zone in paved areas – 95% Relative Compaction.

In rural areas not subject to traffic, if Contractor can prove the adjacent ground conditions are less than 90% Relative Compaction, a request can be made to the Company Project Manager to reduce the Relative Compaction to match that of the adjacent ground conditions. Under no circumstances shall it be brought to less than 85% Relative Compaction.

4.5.2 Equipment and Methods for Compaction

Completed Cover Requirement for Use (in.)	Weight Limit (lbs.)	Acceptable Equipment/Method Use
8-24	300	Hand-held plate tampers
24+	n/a	Skid Steer, Excavator[1], or another proven compaction method

Notes:

1) Sheep's foot type compaction wheels with a minimum 22 in. width are preferred since plate wheel type compaction wheels can get soil inside the wheel and cause the machine to bog down. Plate Wheel type compaction wheels can be used in sandy soils. High-energy impact rollers should not be used.

4.6 Final Site Clean-Up

4.6.1 Disposal of Excess Material

4.6.1.1 No material shall be taken off site until it has been inspected by a Company Representative.

4.6.1.2 Dispose of excess material offsite, including disposal of all excavated or surface rocks and lumps greater than 3 in.

4.6.1.3 In open terrain and when landowner agreement allows, excess material may be disposed of within the Right-of- Way by spreading, provided that rocks or lumps greater than 3 in. are removed. Consideration may need to be given to costs associated with re-seeding and watering.

4.6.2 Final Clean-Up and Top Dress

4.6.2.1 Make surfaces free of all cleared vegetation, rubbish, and other construction wastes.

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4.6.2.2 In some cases, re-seeding and vegetation requirements will be dictated by the Right-of-Way agreement with the landowner. In other cases, vegetation should be seeded or installed such that erosion along the ROW is minimized.

4.6.3 Slope Protection

4.6.3.1 Where there is a concern of steep slopes or where rainfall would create an erosion problem or as determined by the FHR Representative, slope protection will be required.

4.6.3.2 Hydromulch wood fiber mulch blend is the Company's preferred slope protection for Backfilling. It shall be kept watered until established, vegetative conditions exist free of seedlings.

Comment: *Erosion Control Blankets may be considered but is not preferred as metal stakes would have to be removed in the future and erosion could occur underneath without visual identification.*

4.6.3.3 Refer to FHR G210.010, Pipeline Project Best Management Practices for requirements on managing erosion control.

5.0 PROCUREMENT

Procurement of select, non-native Backfill material shall be approved by the Environmental Capability, prior to purchase.

6.0 REFERENCES

6.1 Related FHR Engineering Specifications/Standards

- ES1505.200, Plant-Applied Pipe Coatings
- ES1505.202, Field-Applied Pipe Coatings
- ES1505.460, Site Preparation, Earthwork, Grading, Roads, and Pavement
- ES1505.461, Frost Heave Mitigation for Buried Valves
- ES1505.468, Swamp and Marsh Construction

6.2 Related FHR Approved Documents and/or Forms

- G210.020, Pipeline Project Best Management Practices
- PRC1601.198, Field-Applied External Pipeline Coating Inspection
- STD220.120, Excavation Standard
- STD220.100, EH&S Work Permit Standard
- PGM610.100, FHR Operator Qualification Program

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6.3 Related Regulatory and/or Industry References

6.3.1 Regulatory

- Jurisdictional Agencies

6.3.2 Industry

- ASTM D75, Standard Practice for Sampling Aggregates
- ASTM D1556, Standard Test Method for Density and Unit Weight of Soil in Place by Sand-Cone Method
- ASTM D1557, Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft3 (2,700 kN-m/m3))

6.4 Other References

- Not Applicable

7.0 SUMMARY OF CHANGES

Issue	Date	Rev/Exc By	Description
1.0	07/27/16	Clayton Zercher, Cody Fager, and Steve Ostrom	Initial release.
2.0	12/05/16	Clayton Zercher, Cody Fager, and Steve Ostrom	See Version 2.0 Version Log
3.0	3/6/19	Patty Pellin, Lisa Winter, Steve Ostrom, Tom Moore, Curt Heidecker, Nayyar Roohi, Anthony Anzures, Kieth Walton.	The following are the substantive changes in this version. **Global** changes: -Changed KPL references of KPL/Koch Pipeline Co. to Flint Hills Resources, LC and added FHR to Definitions. **Section** changes: 1.1 - Deleted flowing liquids. 4.2.3 - Minor revision. 4.4.2 - Added new beginning statement, added second paragraph. 6.2 - Added PGM610.100, KPL Operator Qualification Program. 6.3.2 - Deleted reference to ES1505.010.
3.1	8/23/19	Kim Gerold, Lisa Winter	The following are the substantive changes in this version. **Global** changes: **Section** changes: - Added O&M category to header

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8.0 FIGURES/APPENDICES

8.1 Figures

Not Applicable

8.2 Appendices

Not Applicable

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Attachment B

Utility's Schedule of Work and Estimated Date of Completion

Estimated Start Date: 6/1/2022

Estimated Completion Date: 9/19/2022

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Attachment C

Eligibility Ratio

☐ On State and local projects, Texas Transportation Code section 203.092 provides that utility reimbursement for facility relocation is dependent upon whether the utility possesses a valid property interest. See Attachment "H" for proof of property interest, which is established at 100% eligible.

☒ Eligibility Ratio Calculation attached

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ELIGIBILITY RATIO CALCULATOR

Calculation for Overhead Installation Number of Eligible Poles	**by**	**Calculation for Underground or Overhead Length of Existing Facility**	**by**
Number of existing Poles in conflict that are both **outside of existing ROW** and inside of proposed ROW. EASEMENT		Length of existing facility in conflict that is both **outside of the existing ROW** and **inside of proposed ROW**. EASEMENT	10104
Number of existing Poles in conflict that are **inside of the existing ROW. PERMIT**		Length of the existing facility in conflict **inside of the existing ROW**. PERMIT	161
TOTAL number of Poles in Conflict	0	TOTAL length of the existing facility within proposed TxDOT ROW.	10265
ELIGIBILITY IF CALCULATED BY POLES	n/a	ELIGIBILITY IF CALCULATED BY LENGTH	98.4%

ACCEPTED ELIGIBILITY RATIO 98.43%

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Attachment D

Betterment Calculation and Estimates

☒ Betterment does not exist in this agreement.

☐ Betterment Calculation attached.

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Attachment E

Proof of Property Interest

DocuSign Envelope ID: EDE81CE7-48D7-4E41-84BE-FCE1BA4C7829

KOCH

KOCH REFINING COMPANY
P.O. Box 2256 Wichita, Kansas 67201

ACCT. NO. 3000

RIGHT OF WAY GRANT

STATE OF TEXAS WM-6
COUNTY OF Williamson } S.S.

17276

KNOW ALL MEN BY THESE PRESENTS:

THAT for and in consideration of One Dollar ($1.00) to us in hand paid, recaipt of which is heraby acknowledged, and tha further consideration of O.V.C. per rod line, to be paid when such grant shall be used and occupied, the undersigned as Grantor (whethar one or more), do hereby grant and convey unto KOCH REFINING COMPANY, as Grantee, its successors and assigns, a right of way for tha purpose of constructing, reconstructing, renewing, operating, maintaining, inspecting, repairing, ~~changing the size of and relaying~~ W.W.V. a pipeline and ~~additional pipelines~~ xxx along a route or routes selected by Grantee for the transportation of oil, gas, petroleum or any of its products, together with such valves, fittings, meters and other equipment and appurtenances as may be necessary or convenient for such operations, with the right of ingress and egress to and from tha same on, over and through certain land situated in Williamson County, Stata of Texas, to wit:

A 123.80 acre tract of land, being 109.46 acres out of the John Kuyendall Survey, A-378 and 14.34 acres out of the R.S. Neighbours Survey A-483, Williamson County, Texas and being more fully described by metes and bounds in that certain Deed from Katie Bryan Steves, et al, to Walter Vorwerk, et al, dated December 20, 1947 and recorded in Vol. 347, Page 145, records of Williamson County, Texas.

See Exhibit "A" attached hereto and made a part of this easement.

TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns, with ingress and egress to and from the same, for the purpose of constructing, operating, inspecting, repairing and maintaining the same, ~~and the relaying, changing the size of,~~ W.W.V. or removing of such at will, in whole or in part. It is further provided that whenever this right of way shall cease to be used for said purposes, the same shall revert to Grantor, its heirs, successors or assigns, ~~upon notice to that effect being given to said Grantee.~~ W.W.V. ~~It is further agreed that said Grantee, its successors or assigns, may at any time lay an additional one or more lines of pipe on lands described above upon the payment of a like consideration per rod line and subject to the same benefits and conditions as herein provided.~~ The said grantor to fully use and enjoy the said premises, except for the purpose hereinabove granted to the said Grantee which hareby agrees to bury all pipe to a sufficient depth so as to not interfere with ordinary cultivation of soil and to pay any damages which may arise to crops or fences from the construction, maintenance and operation of said pipelines.

Grantor represents and warrants that he is the owner in fee simpla of the land above described subject only to outstanding mortgages, if any now of record in said County and specifically covenants to indemnify Grantee against claims of tenants in possession of the above described lands for damages thereto previously paid to Grantor by Grantee.

Grantor agrees to not build, create or construct nor permit to be built, created or constructed, any obstruction, building, improvement or other structure over or under said pipeline ~~or lines~~ W.W.V. after such pipeline ~~or lines~~ have been constructed by grantee. EXCEPT AS SET OUT IN EXHIBIT. A.

All covenants and agreements harein contained shall be deemed to be convenant running with the land and shall extend to and be binding on tha respective heirs, legal representatives, successors and assigns of the parties hareto.

It is hereby understood that party securing this grant in behalf of Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS the execution hareof this 4-26-89 day of April A.D. 19 89.

Walter Vorwerk Name
Walter Vorwerk Name A married person dealing in his sole and seperate property

Address Route 3, Box 12
Address Taylor, Texas 76574
Witness Address
Witness Bobby Mark

CONSENT AND AGREEMENT OF TENANT

In consideration of the sum of $1.00 in hand paid, tha undarsigned tenant in possession of the real estate described in the foregoing Pipeline Easement consents to and joins in same, to the axtent of his Intarest in the real estate described therein.

TENANT NONE DATE
TENANT DATE

STATE OF TEXAS
COUNTY OF Williamson } S.S.

1003.TIF

Before ma, tha undersignad, a Notary Public in and for said County and Stata, on this 26th day of April 1989, personally appeared Walter Vorwerk and _____ to me known to be tha idantical persons who exacutad tha within and foregoing instrumant, and acknowledged to ma that they axacutad tha sama as their free and voluntary act and deed for the uses and purposes tharain set forth.

Witness my hand and official saal tha day and yaar above sat forth.

Brenda L. Johnson
Notary Public

My commission Expires 1-10-93

BRENDA L. JOHNSON
Notary Public, State of Texas
My Commission Expires
JAN. 10, 1993

OFFICIAL RECORDS
WILLIAMSON COUNTY, TEXAS

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R020703
R481601

EXHIBIT "A"

1. Easement for one line only.
2. There will be no above ground appurtenances on this property.
3. Pipeline will be buried a depth of 48" from top of pipe to ground level.
4. Grantee agrees to double dich trench line across this easement.
5. Centerline of pipeline to be located 15' off south and east property lines.
6. It is hereby agreed that Grantor for the purpose of ingress and egress shall be permitted to construct a road or roads, paved parking lot and an entrance to said road or roads or driveways of concrete or other materials, across said pipeline easement on this property.
7. It is further agreed that Grantor shall be permitted to lay water, electric, natural gas or other utility pipelines across said easement on this property.
8. In the event at any time, Grantee damages said road or roads, driveways or entrance to said roads or driveways, Grantee will promptly repair said damage.

SIGNED FOR IDENTIFICATION:

Walter Vorwerk
Walter Vorwerk

4-26-89
(date)

STATE OF TEXAS COUNTY OF WILLIAMSON
I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me; and was duly RECORDED, in the Volume and Page of the named RECORDS of Williamson County, Texas, as stamped hereon by me, on

JUN 27 1989

COUNTY COURT WILLIAMSON COUNTY TEXAS

James Sr Boyd Estes
COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

FILED FOR RECORD
WILLIAMSON COUNTY, TX.
1989 JUN 26 PM 1:05

James S. Boyd Estes
COUNTY CLERK

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WILLIAMSON COUNTY, TX.

1999 JUN 26 PM 1:05

James S. Boyleston
COUNTY CLERK

INDEXED

(53)

See pd abs.

172176

RETURN TO:
KOCH REFINING COMPANY
P. O. Drawer 1210
Round Rock, Texas 78680

DocuSign Envelope ID: EDE81CE7-48D7-4E41-84BE-FCE1BA4C7829

WM-64

R020700

VOL 1850 PAGE 074

35390

PIPELINE EASEMENT KOCH REFINING COMPANY

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS: THAT Morris Wayne Krueger and Michael Ray Krueger of Williamson County, Texas, hereinafter at times referred to as "Grantor", for and in consideration of the sum of Ten and No/100 ($10.00) Dollars, and other good and valuable consideration to us cash in hand paid by Koch Refining Company, hereinafter at times referred to ad "Grantee", the receipt and sufficiency of which are hereby duly acknowledged and for which no lien either express or implied is herein or hereby retained or shall exist, have GRANTED and CONVEYED and by these presents to GRANT and CONVEY unto the said Koch Refining Company, a private corporation, the right, privilege and easement to lay, construct, maintain, repair, operate and remove one Sixteen (16") inch steel pipeline for the purpose of transporting oil, gas and other petroleum products which can be transported through said pipeline over, under, across and through a strip of land ~~Twenty~~ ~~(30~~ (25) feet wide which lands are situated in Williamson County, Texas, to-wit:

RB MWK MRK

80.0 acres, more or less, part of the John Kuykendall Survey, Abstract No. 378, Williamson County, Texas, being the same land described as Fourth tract in that ceratin Deed of Gift from Marvin Krueger and wife, Lucia Nell Krueger to Morris Wayne Krueger and Michael Ray Krueger, dated December 29, 1976, recorded in Vol. 656, Page 142 of the Deed Records of Williamson County, Texas.

TO HAVE AND TO HOLD unto the Grantee herein, its successors and assigns, forever, the rights, privilege and easement upon, under, across and through said tract of land, subject to, however, the following rights, obligations, restrictions and conditions, to-wit:

1. During the construction of the pipeline there is a temporary construction of the pipeline there is a temporary construction easement 75 feet in width. In connection with the repair or removal of the original pipeline Grantee may utilize an additional strip or strips of land not to exceed in the aggregate, a total of 20 feet as a temporary easement.

2 Said pipeline shall be buried to and maintained at a depth which will provide a cover of at least ~~36~~ 40 inches below the surface of the ground.

RC MWK MRK

3. Grantee will double-ditch the trench for said pipeline and shall keep the topsoil separate and agrees to replace said topsoil excavated along the easement path to its original location and position when the initial pipeline is installed and upon its subsequent repair or removal, and Grantee agrees to level the surface of the ground to the same condition as found prior to installation and removal of said pipeline. In addition, upon the completion of the pipeline, and upon any subsequent repair or removal at same, Grantee further agrees to chisel the pipeline right-of-way to remove heavy machinery tracks and packing.

4. This easement is made expressly subject to any prior easements granted on and over said property or any part thereof.

OFFICIAL RECORDS
WILLIAMSON COUNTY, TEXAS

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5. Grantee agrees to pay for any and all damages to Grantors growing crops, grasses, trees, shrubbery, fences, drainage structures, terraces or any other structures and livestock on Grantor's premises caused by operations or activities of Grantee in connection with the installation, construction, maintenance, repair, operation and removal of said pipeline; provided, however, that Grantee shall have the right from time to time to cut or clear trees, brush and other obstructions on the right-of-way which might interfere with the operation and maintenance of said pipeline.

6. Grantee agrees to provide Grantors and their tenants an access way over the pipeline right-of-way during the installation, repair and removal of same so that Grantors and their tenants may move farming machinery from one side of the easement to the other.

7. Grantee shall have no right to cross other lands of Grantors adjacent to the easement area for the purpose of having ingress to or egress from the easement strip of land. It is understood that adequate locks shall be provided by Grantee for any gate installed on a property line over the easement and keys to same shall be furnished to Grantors and their tenants, or surface lessees. Grantee shall not install any interior fences or gates along the easement path.

8. Grantors will not construct or permit any permanent buildings or structures to be constructed on the easement strip which interferes with Grantee's operation of said pipeline, but Grantors without limiting or restricting the rights reserved unto Grantors in Paragraph 9 below, specifically reserve the right to build and maintain and to permit others to build and maintain fences, roads, telephone lines, power lines and pipelines across said easement, but nothing shall be located or placed longitudinally immediately above the pipeline right-of-way.

9. Grantors, their heirs and assigns, reserve the right to use and fully enjoy the premises on which the easement is a burden and located, except as to the rights granted unto Grantee herein.

10. Cessation of use of said pipeline located on the right-of-way herein granted for any continuous period at two years shall be conclusively deemed to be an abandonment of the easement and of any and all rights granted hereunder, and thereupon all rights of Grantee under this instrument shall ipso facto terminate and revert to Grantors, their heirs and assigns.

11. Grantee shall not acquire any right to construct any buildings, structures, relief valves or other appurtenances, pumping stations or telephone lines on or above the easement right-of-way.

12. The right of Grantee may be assigned in whole or in part.

~~13. It is understood that Grantee shall deal separately with and shall be liable to the surface lessee or agricultural tenant for any damages which may be sustained by said surface lessee or agricultural tenant and it is understood that the consideration paid for this easement shall be the property of Grantors.~~ RG MWK MRK

14. This instrument and the covenants and agreements herein contained shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors and assigns of Grantors and Grantee.

15. GRANTEE AGREES TO ATTACH AND MAKE A PART OF THIS AGREEMENT A PLAT AND CENTERLINE DESCRIPTION

RG
MWK
MRK

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IN WITNESS WHEREOF, THESE PRESENTS HAVE BEEN EXECUTED THIS THE 21st day of July, A.D. 1989.

Morris Wayne Krueger
MORRIS WAYNE KRUEGER

Michael Ray Krueger
MICHAEL RAY KRUEGER

THE STATE OF TEXAS
COUNTY OF Williamson

This instrument was acknowledged before me on July 21st, 1989 by Morris Wayne Krueger.

J. O. Whitehead, Jr.
Notary Public,
for the State of Texas
My Commission Expires
March 13, 1991

L.D. Whitehead
Notary Public
Print Name: L.D. WHITEHEAD JR.

My Commission Expires:
MARCH 13, 1991

THE STATE OF TEXAS
COUNTY OF Williamson

This instrument was acknowledged before me on July 21st, 1989 by Michael Ray Krueger.

J. O. Whitehead, Jr.
Notary Public,
for the State of Texas
My Commission Expires
March 13, 1991

L.D. Whitehead
Notary Public
Print Name: L.D. WHITEHEAD JR.

My Commission Expires:
MARCH 13, 1991

DocuSign Envelope ID: EDE81CE7-48D7-4E41-84BE-FCE1BA4C7829

EXHIBIT A

WILLIAMSON COUNTY, TEXAS
TRACT WM-6A

DESCRIPTION

BEING a seventy-five (75) foot wide construction easement reverting to a twenty-five (25) foot wide permanent easement upon completion of construction of a 16" dia. steel pipeline across that certain tract of land out of the John Kuykendal Survey, Abstract No. 378, Williamson County, Texas and being described as 80 acres of land in a deed to Morris Wayne Krueger and Michael Ray Krueger of record in Volume 656, Page 142, Deed Records of Williamson County, Texas, said seventy-five (75) foot wide construction easement and said twenty-five (25) foot wide permanent easement being for the purpose of constructing and maintaining a petroleum products pipeline over, under and across the above described tract of land, said seventy-five foot (75) foot wide construction easement and said twenty-five (25) foot wide permanent easement being more particularly described by metes and bounds as follows:

Construction Easement

A strip of land seventy-five (75) feet in width across the entire east side of the above described 80 acre tract, the east line of said 80 acre tract also being the west line of F.M. 3349.

Permanent Easement

A strip of land twenty-five (25) feet in width across the entire east side of said 80 acre tract, the east line of said 80 acre tract also being the west line of F.M. 3349.

Stan Coalter 07-25-89
Stan Coalter, RPS No. 1481 Date

NOTE: See EXHIBIT B attached hereto and made a part hereof for a further description of said easement.

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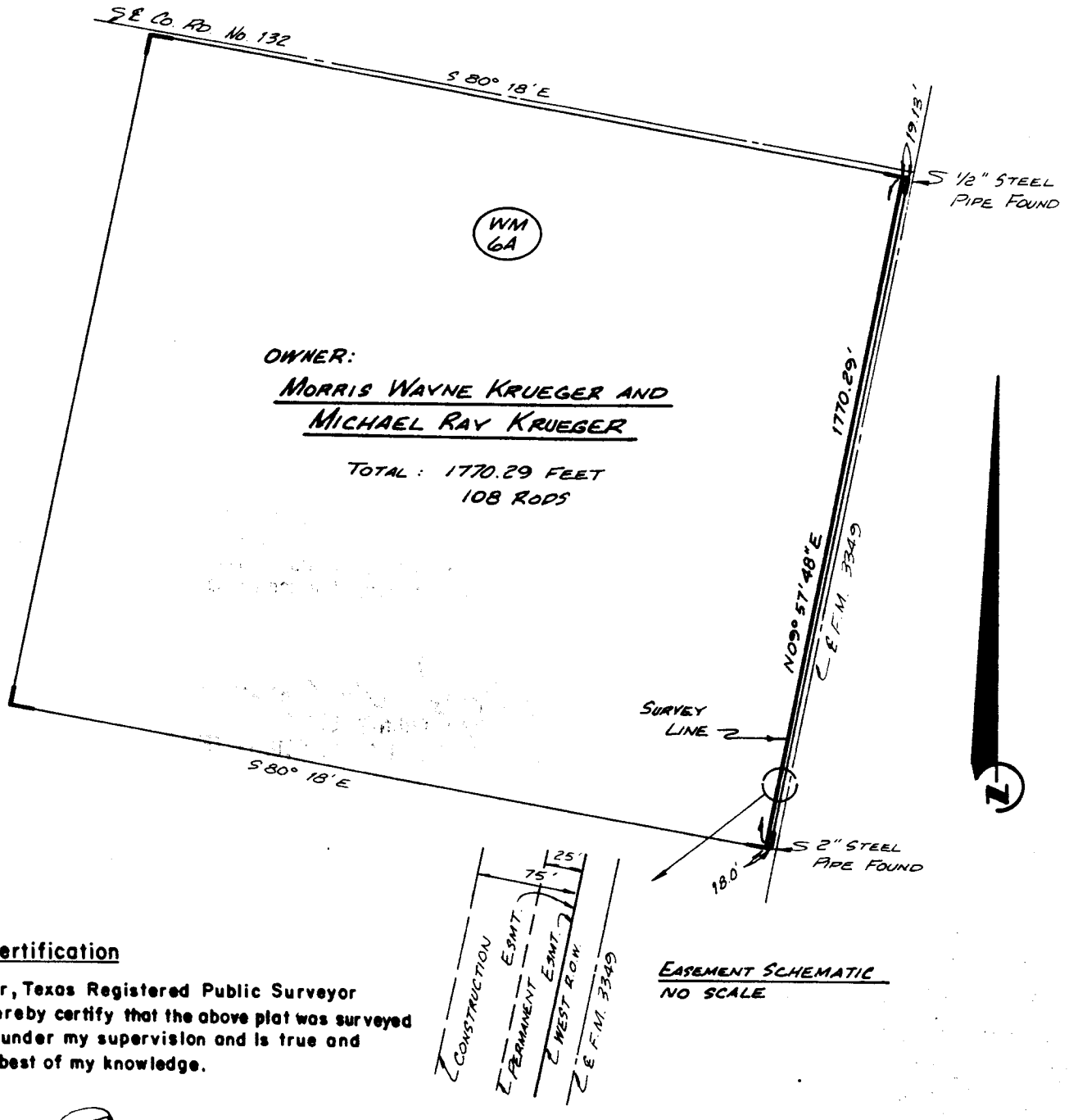
BEING A PART OF THE
JOHN KUYKENDAL SURVEY, ABSTRACT 378
WILLIAMSON COUNTY, TEXAS



Surveyor's Certification

I, Stan Coalter, Texas Registered Public Surveyor No. 1481, do hereby certify that the above plat was surveyed on the ground under my supervision and is true and correct to the best of my knowledge.

Stan Coalter

Stan Coalter, Registered Public Surveyor No. 1481

No.	Revision	Date	By

Surveyed By:	V.V.
Date Surveyed:	07-25-89
Approved By:	J.S.C.

KOCH
KOCH REFINING COMPANY
A Subsidiary of Koch Industries, Inc.

ENER-TRANS inc.
PIPELINE FIELD SERVICES

Scale:	1" = 400'
Drawn:	J. MARTIN
Job No.:	3003
Field Book No.:	
Page No.:	
Sheet	2 Of 2

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R020700

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WILLIAMSON COUNTY, TX.

1989 DEC 14 AM 10: 19

COUNTY CLERK

VOL 1850 PAGE 079

35390

INDEXED

Koch Refining

Attn: Sharon Hoffman

STATE OF TEXAS COUNTY OF WILLIAMSON
I hereby certify that this Instrument was FILED on the date and at the time stamped hereon by me; and was duly RECORDED, in the Volume and Page of the named RECORDS of Williamson County, Texas, as stamped hereon by me, on

DEC 15 1989

COUNTY COURT WILLIAMSON COUNTY, TEXAS

COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

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PIPELINE EASEMENT KOCH REFINING COMPANY

THE STATE OF TEXAS §

35387

COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS: THAT Marvin Krueger and wife, Lucia Nell Krueger of Williamson County, Texas, hereinafter at times referred to as "Grantor", for and in consideration of the sum of Ten and No/100 ($10.00) Dollars, and other good and valuable consideration to us cash in hand paid by Koch Refining Company, hereinafter at times referred to ad "Grantee", the receipt and sufficiency of which are hereby duly acknowledged and for which no lien either express or implied is herein or hereby retained or shall exist, have GRANTED and CONVEYED and by these presents to GRANT and CONVEY unto the said Koch Refining Company, a private corporation, the right, privilege and easement to lay, construct, maintain, repair, operate and remove one Sixteen (16") inch steel pipeline for the purpose of transporting oil, gas and other petroleum products which can be transported through said pipeline over, under, across and through a strip of land ~~thirty~~ ~~(30')~~ (25') feet wide which lands are situated in Williamson County, Texas, to-wit:

LNK MK RC

60.87 acres, more or less, out of the T. B. Lee Survey, Abstract No. 401 and the J. J. Stubblefield Survey, Abstract No. 562, being the same land described in that certain Deed of Gift from Eddie Krueger and wife, Emma Krueger to Marvin Krueger, dated December 11, 1973, recorded in Vol. 579, Page 406 of the Deed Records of Williamson County, Texas.

TO HAVE AND TO HOLD unto the Grantee herein, its successors and assigns, forever, the rights, privilege and easement upon, under, across and through said tract of land, subject to, however, the following rights, obligations, restrictions and conditions, to-wit:

1. During the construction of the pipeline there is a temporary construction of the pipeline there is a temporary construction easement 75 feet in width. In connection with the repair or removal of the original pipeline Grantee may utilize an additional strip or strips of land not to exceed in the aggregate, a total of 20 feet as a temporary easement.

2 Said pipeline shall be buried to and maintained at a depth which will provide a cover of at least ~~36~~ 40 inches below the surface of the ground.

LNK MK RC

3. Grantee will double-ditch the trench for said pipeline and shall keep the topsoil separate and agrees to replace said topsoil excavated along the easement path to its original location and position when the initial pipeline is installed and upon its subsequent repair or removal, and Grantee agrees to level the surface of the ground to the same condition as found prior to installation and removal of said pipeline. In addition, upon the completion of the pipeline, and upon any subsequent repair or removal at same, Grantee further agrees to chisel the pipeline right-of-way to remove heavy machinery tracks and packing.

4. This easement is made expressly subject to any prior easements granted on and over said property or any part thereof.

506 TIF

OFFICIAL RECORDS
WILLIAMSON COUNTY, TEXAS

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5. Grantee agrees to pay for any and all damages to Grantors growing crops, grasses, trees, shrubbery, fences, drainage structures, terraces or any other structures and livestock on Grantor's premises caused by operations or activities of Grantee in connection with the installation, construction, maintenance, repair, operation and removal of said pipeline; provided, however, that Grantee shall have the right from time to time to cut or clear trees, brush and other obstructions on the right-of-way which might interfere with the operation and maintenance of said pipeline.

6. Grantee agrees to provide Grantors and their tenants an access way over the pipeline right-of-way during the installation, repair and removal of same so that Grantors and their tenants may move farming machinery from one side of the easement to the other.

7. Grantee shall have no right to cross other lands of Grantors adjacent to the easement area for the purpose of having ingress to or egress from the easement strip of land. It is understood that adequate locks shall be provided by Grantee for any gate installed on a property line over the easement and keys to same shall be furnished to Grantors and their tenants, or surface lessees. Grantee shall not install any interior fences or gates along the easement path.

8. Grantors will not construct or permit any permanent buildings or structures to be constructed on the easement strip which interferes with Grantee's operation of said pipeline, but Grantors without limiting or restricting the rights reserved unto Grantors in Paragraph 9 below, specifically reserve the right to build and maintain and to permit others to build and maintain fences, roads, telephone lines, power lines and pipelines across said easement, but nothing shall be located or placed longitudinally immediately above the pipeline right-of-way.

9. Grantors, their heirs and assigns, reserve the right to use and fully enjoy the premises on which the easement is a burden and located, except as to the rights granted unto Grantee herein.

10. Cessation of use of said pipeline located on the right-of-way herein granted for any continuous period at two years shall be conclusively deemed to be an abandonment of the easement and of any and all rights granted hereunder, and thereupon all rights of Grantee under this instrument shall ipso facto terminate and revert to Grantors, their heirs and assigns.

11. Grantee shall not acquire any right to construct any buildings, structures, relief valves or other appurtenances, pumping stations or telephone lines on or above the easement right-of-way.

12. The right of Grantee may be assigned in whole or in part. LNK MK RG

~~13. It is understood that Grantee shall deal separately with and shall be liable to the surface lessee or agricultural tenant for any damages which may be sustained by said surface lessee or agricultural tenant and it is understood that the consideration paid for this easement shall be the property of Grantors.~~

14. This instrument and the covenants and agreements herein contained shall inure to the benefit of and be binding and LNK MK

15. GRANTEE AGREES TO ATTACH AND MAKE A PART OF THIS AGREEMENT A PLAT AND CENTERLINE DESCRIPTION. RG

DocuSign Envelope ID: EDE81CE7-48D7-4E41-84BE-FCE1BA4C7829

obligatory upon the heirs, executors, administrators, successors and assigns of Grantors and Grantee.

IN WITNESS WHEREOF THESE PRESENTS HAVE BEEN EXECUTED THIS THE 21st day of July, A.D. 1989.

Marvin Krueger
MARVIN KRUEGER

Lucia Nell Krueger
LUCIA NELL KRUEGER

THE STATE OF TEXAS

COUNTY OF Williamson

This instrument was acknowledged before me on July 21st, 1989 by Marvin Krueger.

J. D. Whitehead, Jr.
Notary Public,
For the State of Texas
My Commission Expires
March 13, 1991

L.D. Whitehead Jr.
Notary Public
Print Name: L.D. Whitehead Jr.

My Commission Expires:
March 13, 1991

THE STATE OF TEXAS

COUNTY OF Williamson

This instrument was acknowledged before me on July 21st, 1989 by Lucia Nell Krueger.

J. D. Whitehead, Jr.
Notary Public,
For the State of Texas
My Commission Expires
March 13, 1991

L.D. Whitehead Jr.
Notary Public
Print Name: L.D. Whitehead Jr.

My Commission Expires:
March 13, 1991

DocuSign Envelope ID: EDE81CE7-48D7-4E41-84BE-FCE1BA4C7829

EXHIBIT A

WILLIAMSON COUNTY, TEXAS
TRACT WM-6B

DESCRIPTION

BEING a seventy-five (75) foot wide construction easement reverting to a twenty-five (25) foot wide permanent easement upon completion of construction of a 16" dia. steel pipeline across that certain tract of land out of the Thomas B. Lee Survey, Abstract No. 740, Williamson County, Texas and being described as 60.87 acres of land in two deeds conveying one-half (1/2) interest apiece to Marvin Krueger of record in Volume 579, Page 406 and in Volume 581, Page 175, Deed Records of Williamson County, Texas, said seventy-five (75) foot wide construction easement and said twenty-five (25) foot wide permanent easement being more particularly described by metes and bounds as follows:

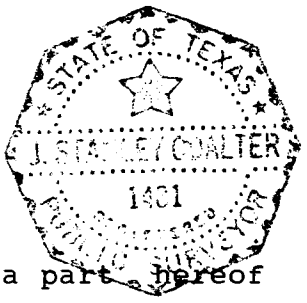
Construction Easement

A strip of land seventy-five (75) feet in width across the entire east side of the above described 60.87 acre tract, the east line of said 60.87 acre tract also being the west line of F.M. 3349.

Permanent Easement

A strip of land twenty-five (25) feet in width across the entire east side of said 60.87 acre tract, the east line of said 60.87 acre tract also being the west line of F.M. 3349.

Stan Coalter 07-25-89
Stan Coalter, RPS No. 1481 Date



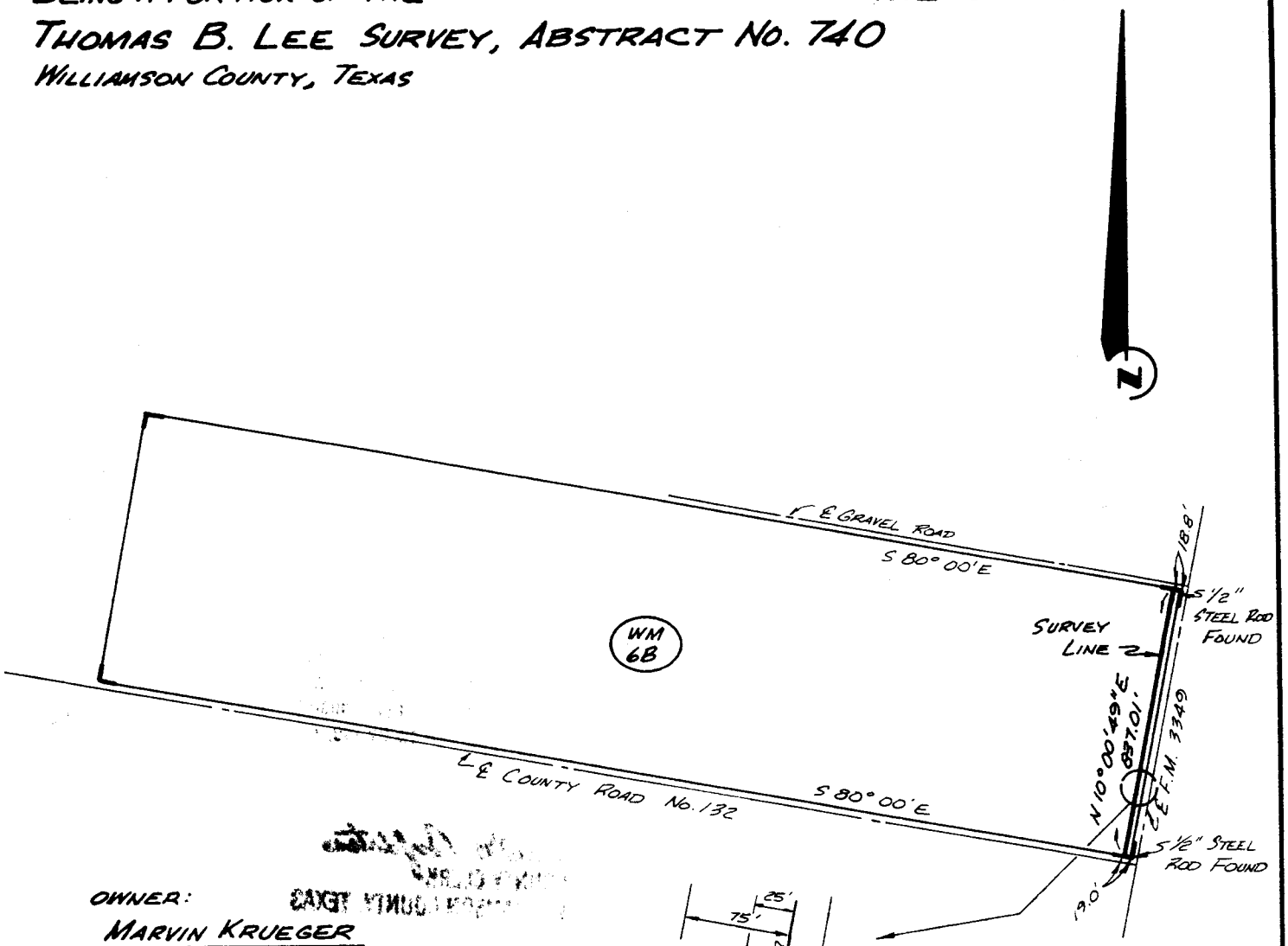
NOTE: See EXHIBIT B attached hereto and made a part hereof for a further description of said easement.

DocuSign Envelope ID: EDE81CE7-48D7-4E41-84BE-FCE1BA4C7829

EXHIBIT B

VOL 1850 PAGE 067

BEING A PORTION OF THE
THOMAS B. LEE SURVEY, ABSTRACT NO. 740
WILLIAMSON COUNTY, TEXAS



Surveyor's Certification

I, Ston Coalter, Texas Registered Public Surveyor No. 1481, do hereby certify that the obove plat was surveyed on the ground under my supervision and is true and correct to the best of my knowledge.

Stan Coalter

Stan Coalter, Registered Public Surveyor No. 1481

No.	Revision	Date	By

Surveyed By:	V.V.
Dote Surveyed:	07-25-89
Approved By:	J.S.C.

KOCH
KOCH REFINING COMPANY
A Subsidiary of Koch Industries, Inc.

ENER-TRANS inc.
PIPELINE FIELD SERVICES

Scale:	1"=500'
Drawn:	J. MARTIN
Job No.:	3003
Field Book No.:	
Page No.:	
Sheet	2 Of 2

DocuSign Envelope ID: EDE81CE7-48D7-4E41-84BE-FCE1BA4C7829

R346023

FILED FOR RECORD
WILLIAMSON COUNTY, TX

1989 DEC 14 AM 10:18

James S. Boyd
COUNTY CLERK

Oil, Gas & Coal
Koch Refining
P.O. Drawer 1210
Ft. Worth, TX 76101
Attn: Shannon Hoffman

INDEXED

35387

STATE OF TEXAS COUNTY OF WILLIAMSON
I hereby certify that this Instrument was FILED on the date and at the time stamped hereon by me; and was duly RECORDED, in the Volume and Page of the named RECORDS of Williamson County, Texas, as stamped hereon by me, on

DEC 15 1989

COUNTY COURT WILLIAMSON COUNTY, TEXAS

James S. Boyd
COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

DocuSign Envelope ID: EDE81CE7-48D7-4E41-84BE-FCE1BA4C7829

R346016

VOL 1850 PAGE 072

KOCH

KOCH REFINING COMPANY
P.O. Box 2256 Wichita, Kansas 67201

RIGHT OF WAY GRANT

STATE OF Texas
COUNTY OF Williamson } S.S.

ACCT. NO. TR# WM-6C

35389

KNOW ALL MEN BY THESE PRESENTS:

THAT for and in consideration of One Dollar ($1.00) to us in hand paid, receipt of which is hereby acknowledged, and the further consideration of 4/10 And OVC ~~per rod line~~, to be paid when such grant shall be used and occupied, the undersigned as Grantor (whether one or more), do hereby grant and convey unto KOCH REFINING COMPANY, as Grantee, its successors and assigns, e right of way for the purpose of constructing, reconstructing, renewing, operating, meinteining, inspecting, repairing, changing the size of end releying a pipeline ~~and additional pipelines~~ along a route or routes selected by Grantee for the transportation of oil, gas, petroleum or any of its products, together with such valves, fittings, meters and other equipment end eppurtenences as may be necessary or convenient for such operations, with the right of ingress end egress to and from the same on, over and through certain land situated in Williamson County, State of Texas, to wit:

69.35 Acres, more or less, pt. of The T. B. Lee Survey, A-401 and the J.N. Strassefield Survey, A-652, Williamson Co. TX described as 5th Tr. 75 Acres in Deed dated 12-15-45, from Henry A. Knuegen etux to Fred F. Knuegen etux, Recorded in Vol. 331, P. 218; Less and Except 5.65 Acres, more or less, described in Deed dated 11-21-85, from Fred F. Knuegen etux to Larry John Math, Recorded Vol 1376, P. 612, Deed Records of Williamson County, Texas.
Construction Right of Way Easement shall be 75 ft wide reduced to 20 ft. permanent easement being 10 ft strip either side of center of pipeline. Said 20 ft. being most easterly 20 ft of this Tract.

TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns, with ingress and egress to and from the same, for the purpose of constructing, operating, inspecting, repairing end maintaining the same, and the relocating, chenging the size of, or removing of such et will, in whole or in part. It is further provided that whenever this right of way shall cease to be used for said purposes, the same shall revert to Grantor, its heirs, successors or assigns, upon notice to thet effect being given to said Grantee. ~~It is further agreed that said Grantee, its successors or assigns, may at any time lay an additional line or lines of pipe on lands described above upon the payment of a like consideration per rod line and subject to the same benefits and conditions as herein provided.~~ The said grentor to fully use and enjoy the said premises, except for the purpose hereinabove granted to the said Grantee which hereby agrees to bury all pipe to a sufficient depth so as to not interfere with ordinery cultivation of soil end to pay any dameges which may arise to crops or fences from the construction, meintenance end operetion of said pipelines.

Grantor represents and warrants that he is the owner in fee simple of the lend above described subject only to outstanding mortgages, if any now of record in said County and specifically covenants to indemnify Grantee against claims of tenents in possession of the above described lends for demages thereto previously paid to Grantor by Grantee.

Grantor agrees to not build, create or construct nor permit to be built, created or constructed, any obstruction, building, improvement or other structure over or under said pipeline or lines after such pipeline or lines have been constructed by grantee.

All covenants end agreements herein contained shall be deemed to be convenent running with the lend and shall extend to and be binding on the respective heirs, legel representatives, successors and assigns of the parties hereto.

It is hereby understood that party securing this grant in behalf of Grantee is without authority to make eny covenant or agreement not herein expressed.

WITNESS the execution hereof this 15th day of July A.D. 19 89.

x Fred F. Knuegen
Name
Fred F. Knuegen
Address

Name
Address

+ Dorothy Knuegen
Name
Dorothy Knuegen
Address

CONSENT AND AGREEMENT OF TENANT

In consideration of the sum of $1.00 in hand paid, the undersigned tenant in possession of the real estate described in the foregoing Pipeline Easement consents to end joins in same, to the extent of his interest in the real estata described therein.

TENANT DATE

TENANT DATE

STATE OF Texas
COUNTY OF Williamson } S.S.

Before me, tha undarsignad, a Notary Public in end for said County and Stete, on this 15th day of July 1989, personally appeered Fred F. Knuegen and wife Dorothy Knuegen to me known to be the identicel persons who executed the within end foregoing instrument, end acknowledged to me that they executed the seme as their free end voluntery ect and deed for the uses and purposes therein set forth.

Witness my hand and official seel the day and yeer ebove set forth.

Eddie Jinkins
Notary Public

My commission Expires

EDDIE JINKINS
Notary Public, State of Texas
My Commission Expires 9-12-92

1007.TIF

OFFICIAL RECORDS
WILLIAMSON COUNTY, TEXAS

DocuSign Envelope ID: EDE81CE7-48D7-4E41-84BE-FCE1BA4C7829

R346016

35389

INDEXED

FILED FOR RECORD
WILLIAMSON COUNTY, TX
1989 DEC 14 AM 10:18
James S. Boyd
COUNTY CLERK

STATE OF TEXAS COUNTY OF WILLIAMSON
I hereby certify that this Instrument was FILED on the date and at the time stamped hereon by me; and was duly RECORDED, in the Volume and Page of the named RECORDS of Williamson County, Texas, as stamped hereon by me, on

DEC 15 1989

COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

EDDIE JINKINS
Notary Public State of Texas
My Commission Expires 5-1-92

DocuSign Envelope ID: EDE81CE7-48D7-4E41-84BE-FCE1BA4C7829

RIGHT OF WAY GRANT

KOCH REFINING COMPANY
P.O. Box 2256 Wichita, Kansas 67201

STATE OF Texas
COUNTY OF Williamson } S.S.

ACCT. NO. 3000 (TRACT NO. WM-49M) 12

21359

VOL 1804 PAGE 95

KNOW ALL MEN BY THESE PRESENTS:

THAT for and in consideration of One Dollar ($1.00) to us in hand paid, receipt of which is heraby acknowledged, and ~~the further consideration of~~ OVC ~~per rod/ins~~, to be paid when such grant shall be used and occupied, the undersigned as Grantor (whether ona or more), do hereby grant and convey unto KOCH REFINING COMPANY, as Grantee, its successors and assigns, a right of way for the purpose of constructing, reconstructing, renewing, operating, maintaining, inspecting, repairing, changing the size of and relaying a pipeline and ~~additional pipelines~~ along a route ~~or routes~~ selected by Grantee for the transportation of oil, gas, petroleum or any of its products, together with such valves, fittings, metars and other equipmant and appurtenances as may be necessary or convenient for such operations, with the right of ingress and egress to and from the same on, over and through certain land situated in Williamson County, Stata of Texas, to wit:

A 195.435 acre tract of land, of which 0.875 acres are in the gravel road on the East side, out of the Watkins Nobles Survey A-484, Williamson County, Texas and being more fully described by metes & bounds in that certain deed from Frank M. Bunnell, et al, to Nellie Yakey Morriss, dated June 3, 1937, recorded in Vol. 287, Page 170, and being further described in that certain conveyance from Nellie Yakey Morriss, a widow, to Harriet Morriss Blankenship, dated October 19, 1958, recorded in Vol. 425, Page 684, records of Williamson County, Texas.

Right of Way shall be 50 feet in width during construction and revert to a permanent width of 25 feet upon completion of construction, as per attached plat

TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns, with ingress and egress to and from tha same, for the purpose of constructing, operating, inspecting, repairing and maintaining the same, and the ralocating, changing the size of, or removing of such at will, in whole or in part. It is further provided that whenever this right of way shall cease to be used for said purposes, the same shall revert to Grantor, its heirs, successors or assigns, upon notice to that effect being given to said Grantee. ~~It is further agreed that said Grantee, its successors or assigns, may at any time lay an additional line or lines of pipe on lands described above upon the payment of a like consideration per rod/ins and subject to the same benefits and conditions as herein provided.~~ Tha said grantor to fully use and enjoy the said pramises, excapt for the purpose hareinabove granted to the said Grantee which hereby agrees to bury all pipe to a sufficient depth so as to not interfere with ordinary cultivation of soil and to pay any damages which may arise to crops or fences from the construction, maintenance and operation of said pipelines.

Grantor represents and warrants that he is the owner in fee simple of the land above described subject only to outstanding mortgages, if any now of record in said County and specifically covenants to indemnify Grantee against claims of tenants in possession of the above described lands for damages thereto previously paid to Grantor by Grantee.

Grantor agrees to not build, create or construct nor permit to be built, created or constructed, any obstruction, building, improvement or other structure over or under said pipelIne or lInes after such pipeline or lines have been constructed by grantee.

All covenants and agreements herain contained shall be deemed to be convenant running with the land and shall extend to and be binding on the respective heirs, legal representatives, successors and assigns of the parties hereto.

It is hereby understood that party securing this grant in behalf of Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS the execution hereof this 15th day of December A.D. 19 88.

Harriet Morriss Blankenship
Name

1832 Eastman Ave., Bethleham, Pa. 18018
Address

Name

Address

Name

Address

CONSENT AND AGREEMENT OF TENANT

In consideration of the sum of $1.00 in hand paid, tha undersigned tenant in possession of the real estate described in the foregoing Pipeline Easement consents to and joins in same, to the axtent of his interest in the real estate described therein.

TENANT

DATE

TENANT

DATE

STATE OF PA
COUNTY OF Lehigh } SS:

1008.TIF

Before me, Robert F. Nonnemaker - A NOTARY PUBLIC, on this day personally appeared Harriet Morriss Blankenship, known to me (or proved to me on the oath of) to be the person whose nama is subscribed as a witnass to the foregoing instrumant, and aftar baing duly sworn by ma, stated under oath that ha saw Harriet Morriss Blankenship, the person who executed the foregoing instrument, subscribe the same (or, that , the person who executed the foregoing instrument acknowladgad in his prasance that he had axacutad tha same for tha purposes and considaration therein axprassed), and that he had signed the same as witness at the request of the said Harriet M. Blankenship.

Given under my hand and official seal this 15th day of December, 19 88.

My commission expires:

NOTARIAL SEAL
ROBERT F. NONNEMAKER, NOTARY PUBLIC
BETHLEHEM, LEHIGH COUNTY
MY COMMISSION EXPIRES MARCH 20, 1990
Member, Pennsylvania Association of Notaries

Robert F. Nonnemaker
NOTARY PUBLIC

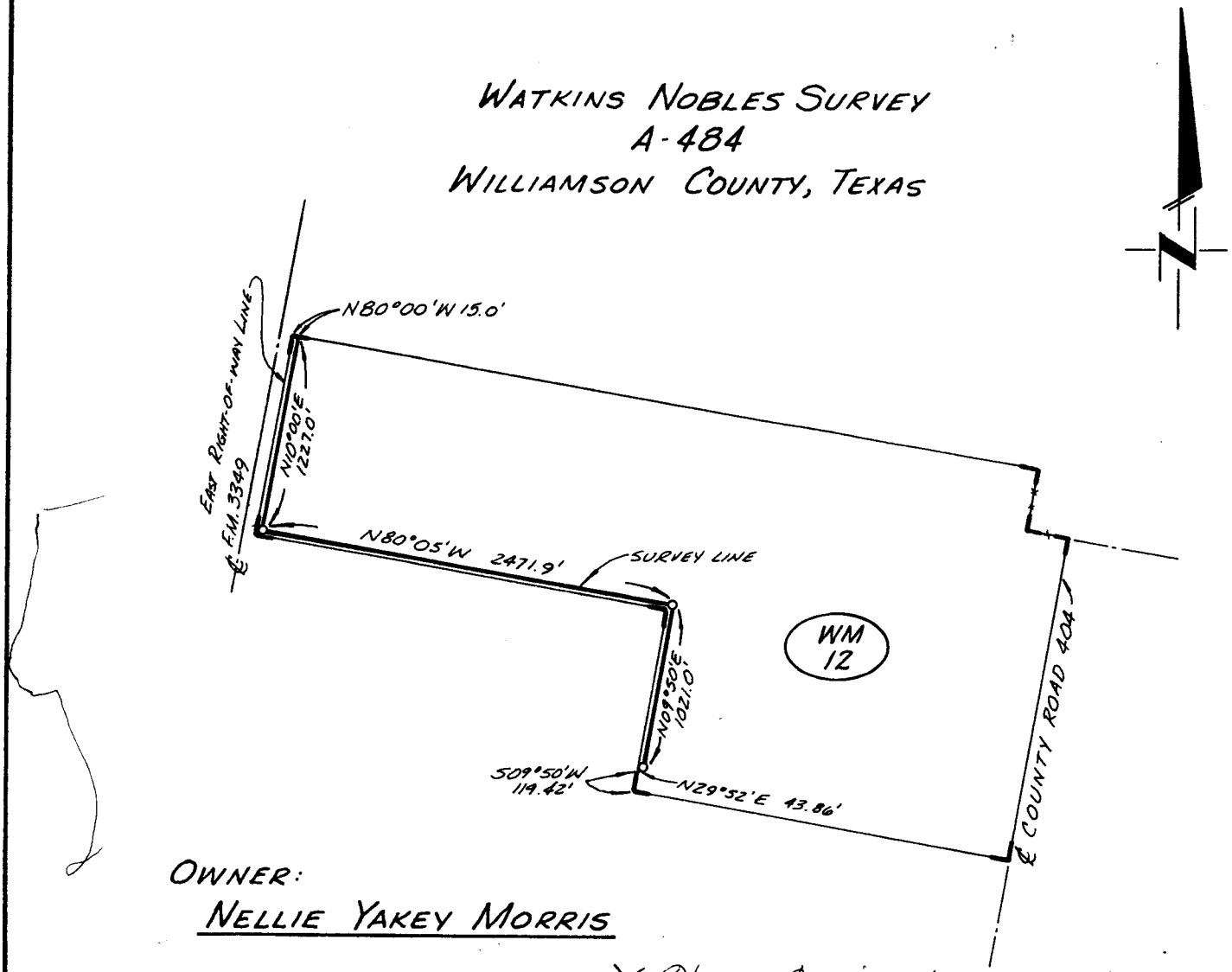
8/88

OFFICIAL RECORDS
WILLIAMSON COUNTY, TEXAS

PS-2555

DocuSign Envelope ID: EDE81CE7-48D7-4E41-84BE-FCE1BA4C7829

WATKINS NOBLES SURVEY
A-484
WILLIAMSON COUNTY, TEXAS



OWNER:
NELLIE YAKEY MORRIS

TOTALS:
4763.76 FEET
289 RODS

X Harriet Morriss Blankenship
APPROVED & SIGNED BY
HARRIET MORRISS BLANKENSHIP
DATE ~~Hat~~ 7-12-89

STATE OF TEXAS
J. STANLEY COALTER
1481
REGISTERED PUBLIC SURVEYOR

SURVEYOR'S CERTIFICATION:

I, Stan Coalter, Texas Registered Public Surveyor No. 1481, do hereby certify that the above plat was surveyed on the ground under my supervision and is true and correct to the best of my knowledge.

Stan Coalter
STAN COALTER, R.P.S. 1481

NO.	REVISION	DATE	BY
2	LINE CHANGE	6/9/89	DS
1	CHANGE TRACT NO. NOT 230	2/18/89	DS
SURVEYED BY:	V.V.		
DATE SURVEYED:	1/22/89		
APPROVED BY:	J.L.		

KOCH REFINING COMPANY
KOCH Subsidiary of Koch Industries Inc.
ENER-TRANS, INC.
OKLAHOMA CITY, OKLAHOMA

SCALE:	1" = 1000'
DRAWN:	DS
JOB NO:	AFE - 03003
FIELD BK. NO.	
PAGE NO.	
SHEET	2 OF 2

DocuSign Envelope ID: EDE81CE7-48D7-4E41-84BE-FCE1BA4C7829

EXHIBIT A

WILLIAMSON COUNTY, TEXAS
TRACT WM-12

FIELD NOTES

BEING a 50 foot wide construction easement reverting to a 25 foot wide permanent easement upon completion of construction for a 16" dia. steel pipeline across that certain 195.435 acre tract of land out of the Watkins Nobles Survey, Abstract No. 484, Williamson County, Texas, described in a Deed to Nellie Yakey Morris recorded in Volume 287 at Page 170, Deed Records of Williamson County, said 50 foot wide construction easement and said 25 foot wide permanent easement being for the purpose of constructing, operating and maintaining a petroleum products pipeline over, under and across the above described tract of land, said 50 foot wide construction easement extending 15 feet to the left, (westerly), and 35 feet to the right, (easterly), of the following described lines, said 25 foot wide permanent easement extending 15 feet to the left, (westerly), and 10 feet to the right, (easterly), of the following described lines, to wit:

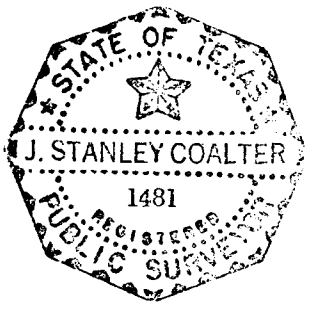
BEGINNING at a point in the southerly line of said 195.435 acre tract, from which the southerly ell corner in the southerly line of said tract bears S 09° 50' W a distance of 119.42 feet;

THENCE N 29° 52' E a distance of 43.86 feet to an angle point;

THENCE N 09° 50' E a distance of 1021.0 feet to an angle point;

THENCE N 80° 05' W a distance of 2471.9 feet to an angle point;

THENCE N 10° 00' E a distance of 1227.0 feet, parallel with and 15 feet east of the easterly right-of-way line of Farm-Market Road No. 3349, to the Point of Termination of said easement in the northerly line of said 195.435 acre tract, from which the existing northwest corner thereof in the easterly line of said FM-3349 bears N 80° 00' W a distance of 15.0 feet.



Stan Coalter, RPS, LSLS
6-9-89

NOTE: See EXHIBIT B attached hereto and made a part hereof for a further description of said easement.

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R349685

FILED FOR RECORD
WILLIAMSON COUNTY, TX.

1989 AUG -2 AM 10: 29

James S. Boyd Sister
COUNTY CLERK

STATE OF TEXAS COUNTY OF WILLIAMSON
I hereby certify that this Instrument was FILED on the date and at the time stamped hereon by me; and was duly RECORDED, in the Volume and Page of the named RECORDS of Williamson County, Texas, as stamped hereon by me, on

AUG 3 1989

COUNTY COURT WILLIAMSON COUNTY, TEXAS

James S. Boyd Sister
COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

7.00 Rd. ck.

21359
INDEXED

RETURN TO:
KOCH REFINING COMPANY
P. O. Drawer 1210
Round Rock, Texas 78680

DocuSign Envelope ID: EDE81CE7-48D7-4E41-84BE-FCE1BA4C7829

WM-13

RICHARD S. SLOCOMB PIPELINE EASEMENT KOCH REFINING COMPANY

THE STATE OF TEXAS, 17272

COUNTY OF WILLIAMSON.

KNOW ALL MEN BY THESE PRESENTS: THAT I, Richard S. Slocomb, Individually and as Independent Executor of the Estate of Jane T. Slocomb, Deceased Bexar County, Texas, hereinafter at times referred to as "Grantor", for and in consideration of the sum of Ten and No/100 ($10.00) Dollars, and other good and valuable consideration to us cash in hand paid by Koch Refining Company, hereinafter at times referred to as "Grantee", the receipt and sufficiency of which are hereby duly acknowledged and for which no lien either express or implied is herein or hereby retained or shall exist, have GRANTED and CONVEYED and by these presents do GRANT and CONVEY unto the said Koch Refining Company, a private corporation, the right, privilege and easement to lay, construct, maintain, repair, operate and remove one Sixteen (16") inch steel pipeline for the purpose of transporting oil, gas and other petroleum products which can be transported through said pipeline over, under, across and through a strip of land Twenty-Five (25') feet wide which lands are situated in Williamson County, Texas, the center line of which is described as follows, to-wit:

> Being more particularly described in field notes prepared by J. Stanley Coalter, Registered Public Surveyor No. 1481 of the State of Texas, a copy of which said field notes marked Exhibit "A" and designated as Tract WM-49L is attached hereto and made a part hereof for all purposes as fully as though copied herein at this place at length and as set out on said Exhibit the description covers and this easement includes a 50 foot wide construction easement which reverts to a 25 foot wide permanent easement upon completion of the construction of said pipeline.

TO HAVE AND TO HOLD unto the Grantee herein, its successors and assigns, forever, the rights, privilege and easement upon, under, across and through said tract of land, subject to, however, the following rights, obligations, restrictions and conditions, to-wit: 1010 TIF

> 1. As set out on Exhibit "A" during the construction of the pipeline there is a temporary construction easement 50 feet in width. In connection with the repair or removal of the original pipeline Grantee may utilize an additional strip or strips of land not to exceed in the aggregate, a total of 20 feet as a temporary easement which shall be located as follows in relation to the permanent easement: Located to the East of the permanent 25 foot wide easement which makes not to exceed 45 feet which can be used in connection with the repair or removal of said pipeline.

OFFICIAL RECORDS
WILLIAMSON COUNTY, TEXAS

DocuSign Envelope ID: EDE81CE7-48D7-4E41-84BE-FCE1BA4C7829

2. Said pipeline shall be buried to and maintained at a depth which will provide a cover of at least 36 inches below the surface of the ground.

3. Grantee will double-ditch the trench for said pipeline and shall keep the topsoil separate and agrees to replace said topsoil excavated along the easement path to its original location and position when the initial pipeline is installed and upon its subsequent repair or removal, and Grantee agrees to level the surface of the ground to the same condition as found prior to installation and removal of said pipeline. In addition, upon the completion of the pipeline and upon any subsequent repair or removal of same, Grantee further agrees to chisel the pipeline right-of-way to remove heavy machinery tracks and packing.

4. This easement is made expressly subject to any prior easements granted on and over said property or any part thereof.

5. Grantee agrees to pay for any and all damages to Grantor's growing crops, grasses, trees, shrubbery, fences, drainage structures, terraces or any other structures and livestock on Grantor's premises caused by operations or activities of Grantee in connection with the installation, construction, maintenance, repair, operation and removal of said pipeline; provided, however, that Grantee shall have the right from time to time to cut or clear trees, brush and other obstructions on the right-of-way which might interfere with the operation and maintenance of said pipeline.

6. Grantee agrees to provide Grantor and his tenants an access way over the pipeline right-of-way during the installation, repair and removal of same so that Grantor and his tenants may move farming machinery from one side of the easement to the other.

7. Grantee shall have no right to cross other lands of Grantor adjacent to the easement area for the purpose of having ingress to or egress from the easement strip of land. It is understood that adequate locks shall be provided by Grantee for any gate installed on a property line over the easement and keys to same shall be furnished to Grantor and his tenants, or surface lessees. Grantee shall not install any interior fences or gates along the easement path.

8. Grantor will not construct or permit any permannet buildings or structures to be constructed on the easement strip which interferes with Grantee's operation of said pipeline, but Grantor without limiting or restricting the rights reserved unto Grantor in Paragraph 9 below, specifically reserve the right to build and maintain and to permit others to build and maintain fences, roads, telephone lines, power lines and pipelines across said easement, but nothing shall be located or placed longitudinally immediately above the pipeline right-of-way.

9. Grantor, his heirs and assigns, reserve the right to use and fully enjoy the premises on which the easement is a burden and located, except as to the rights granted unto Grantee herein.

10. Cessation of use of said pipeline located on the right-of-way herein granted for any continuous period of two years shall be conclusively deemed to be an abandonment of the easement and of any and all rights granted hereunder, and thereupon all rights of Grantee under this instrument shall ipso facto terminate and revert to Grantor, his heirs and assigns.

DocuSign Envelope ID: EDE81CE7-48D7-4E41-84BE-FCE1BA4C7829

11. Grantee shall not acquire any right to construct any buildings, structures, relief valves or other appurtenances, pumping stations or telephone lines on or above the easement right-of-way.

12. The right of Grantee may be assigned in whole or in part.

13. It is understood that Grantee shall deal separately with and shall be liable to the surface lessee or agricultural tenant for any damages which may be sustained by said surface lessee or agricultural tenant and it is understood that the consideration paid for this easement shall be the property of Grantor.

14. This instrument and the covenants and agreements herein contained shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors and assigns of Grantor and Grantee.

IN WITNESS WHEREOF THESE PRESENTS HAVE BEEN EXECUTED THIS THE 13th DAY OF FEBRUARY, A.D. 1989.

Richard S. Slocomb

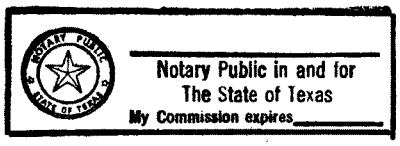
RICHARD S. SLOCOMB, INDIVIDUALLY
AND AS INDEPENDENT EXECUTOR OF THE
ESTATE OF JANE T. SLOCOMB, DECEASED

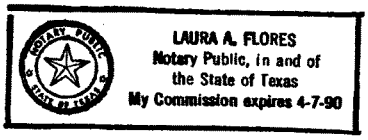
THE STATE OF TEXAS,
COUNTY OF BEXAR.

This instrument was acknowledged before me on the 13 day of February, A.D. 1989 by Richard S. Slocomb, Individually and as Independent Executor of the Estate of Jane T. Slocomb, Deceased.

Laura A. Flores

Notary Public in and for the State of Texas
Printed Name: LAURA A. FLORES
My Commission Expires: 4/7/90





DocuSign Envelope ID: EDE81CE7-48D7-4E41-84BE-FCE1BA4C7829

EXHIBIT A

WILLIAMSON COUNTY, TEXAS
TRACT WM-49L

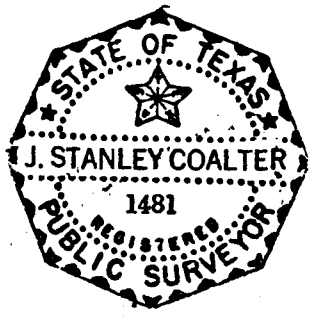
FIELD NOTES

BEING a 50 foot wide construction easement reverting to a 25 foot wide permanent easement upon completion of construction for a 16" dia. steel pipeline across that certain 185.994 acre tract of land out of the Watkins Nobles Survey, Abstract No. 484, Williamson County, Texas, described in a deed to Alice Yakey Thompson recorded in Volume 287, Page 165, Deed Records of Williamson County, said 50 foot wide construction easement and said 25 foot wide permanent easement being for the purpose of constructing and maintaining a petroleum products pipeline over, under and across the above described tract of land, said 50 foot wide construction easement extending 15 feet to the left, (westerly), and 35 feet to the right, (easterly), of the following described line, said 25 foot wide permanent easement extending 15 feet to the left, (westerly), and 10 feet to the right, (easterly), of the following described line, to wit:

BEGINNING at a point on the south line of said 185.994 acre tract, from which the existing southwest corner thereof on the east right-of-way line of FM-3349 bears N 80° 00' W a distance of 15.00 feet;

THENCE N 10° 00' E a distance of 1717.19 feet to the Point of Termination of said easement on the north line of said 185.994 acre tract, from which the existing northwest corner thereof on the east right-of-way line of FM-3349 bears N 80° 00' W a distance of 15.00 feet.

Stan Coalter, RPS, LSLS
1-23-89

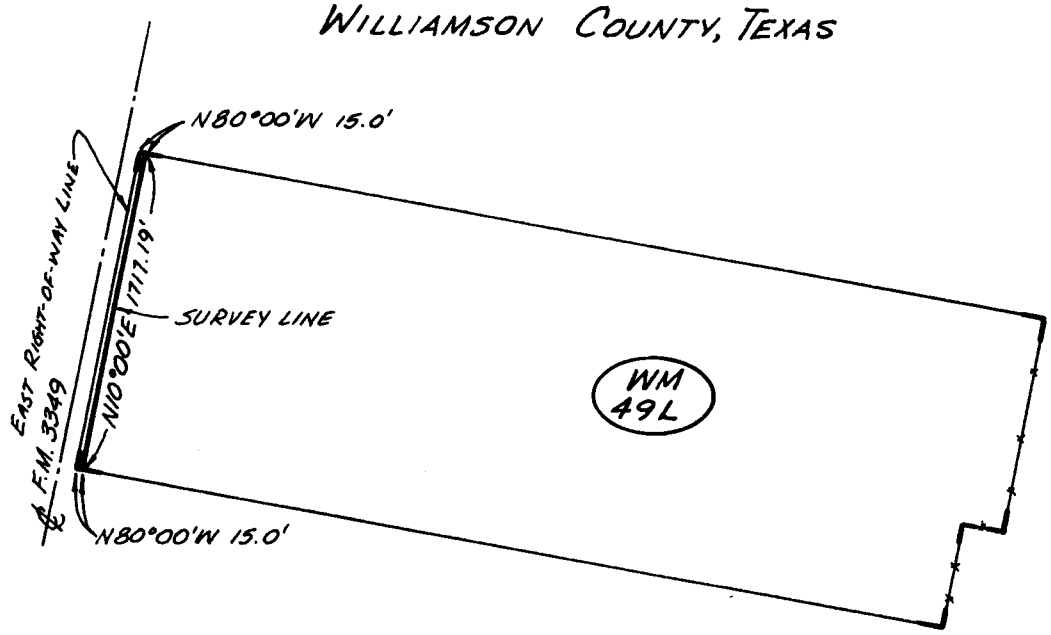


NOTE: See EXHIBIT B attached hereto and made a part hereof for a further description of said easement.

DocuSign Envelope ID: EDE81CE7-48D7-4E41-84BE-FCE1BA4C7829

EXHIBIT "B"

WATKINS NOBLES SURVEY
A-484
WILLIAMSON COUNTY, TEXAS



OWNER:

ALICE YAKEY THOMPSON

TOTALS:

1717.19 FEET

104 RODS

SURVEYOR'S CERTIFICATION:

I, Ston Coolter, Texos Registered Public Surveyor No. 1481, do hereby certify that the obove plot wos surveyed on the ground under my supervision ond is true ond correct to the best of my knowledge.

Stan Coalter

STAN COALTER, R.P.S. 1481

STATE OF TEXAS
J. STANLEY COALTER
1481
REGISTERED PUBLIC SURVEYOR

NO.	REVISION	DATE	BY

SURVEYED BY:

DATE SURVEYED:

APPROVED BY:

KOCH REFINING COMPANY
Subsidiary of Koch Industries Inc.

ENER-TRANS, INC.
OKLAHOMA CITY, OKLAHOMA

SCALE: 1"=1000'

DRAWN: DS

JOB NO: AFE-03003

FIELD BK. NO.

PAGE NO.

SHEET 1 OF 1

DocuSign Envelope ID: EDE81CE7-48D7-4E41-84BE-FCE1BA4C7829

VOL 1792 PAGE 152

R019450

FILED FOR RECORD
WILLIAMSON COUNTY, TX.

1989 JUN 26 PM 1:05

James S. Boyd Jr.
COUNTY CLERK

STATE OF TEXAS COUNTY OF WILLIAMSON
I hereby certify that this Instrument was FILED on the date and at the time stamped hereon by me; and was duly RECORDED, in the Volume and Page of the named RECORDS of Williamson County, Texas, as stamped hereon by me, on

JUN 27 1989

COUNTY COURT WILLIAMSON COUNTY, TEXAS

James S. Boyd Jr.
COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

INDEXED

(53)

1100 pubs.

RETURN TO:
KOCH REFINING COMPANY
P. O. Drawer 1210
Round Rock, Texas 78680

1272

DocuSign Envelope ID: EDE81CE7-48D7-4E41-84BE-FCE1BA4C7829

R435560

RIGHT OF WAY GRANT VOL 1792 PAGE 123

KOCH REFINING COMPANY
P.O. Box 2256 Wichita, Kansas 67201

STATE OF Texas
COUNTY OF Williamson } ss.

ACCT. NO. #3000 #))) (Tract No. WM-14)

17271

KNOW ALL MEN BY THESE PRESENTS:

THAT for and in consideration of One Dollar ($1.00) to us in hand paid, receipt of which is hereby acknowledged, and ~~the further consideration of~~ other valuable considerations ~~to be paid~~ to be paid when such grant shall be used and occupied, the undersigned as Grantor (whether one or more), do hereby grant and convey unto KOCH REFINING COMPANY, as Grantee, its successors and assigns, a right of way for the purpose of constructing, reconstructing, renewing, operating, maintaining, inspecting, repairing, changing the size of and relaying a pipeline ~~and additional pipelines~~ along a route ~~as routes~~ selected by Grantee for the transportation of oil, gas, petroleum or any of its products, together with such valves, fittings, meters and other equipment and appurtenances as may be necessary or convenient for such operations, with the right of ingress and egress to and from the same on, over and through certain land situated in Williamson County, State of Texas, to wit:

A 182.1194 acre tract of land out of the Watkins Nobles Survey A-484, Williamson County, Texas, being the same property described in a deed from Winifred Yakey et vir, to Kate Yakey Adams, dated June 3, 1937 & recorded in Vol. 287, Page 179 LESS & EXCEPT a 3.8806 acre tract previously conveyed to the State of Texas for road purposes, said 182.1194 acre tract more fully described in a Partition Deed from Sol Bunnell, et ux, to Nancy Bunnell Bentley, dated January 2, 1979, recorded in Vol. 751, Page 502, records of Williamson County, Texas.

Right of Way shall be ~~XX~~ 50 feet in width during construction and revert to a permanent width of 25 ~~XX~~ feet upon completion of construction.

TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns, with ingress and egress to and from the same, for the purpose of constructing, operating, inspecting, repairing and maintaining the same, and the relocating, changing the size of, or removing of such at will, in whole or in part. It is further provided that whenever this right of way shall cease to be used for said purposes, the same shall revert to Grantor, its heirs, successors or assigns, upon notice to that effect being given to said Grantee. ~~It is further agreed that said Grantee, its successors or assigns, may at any time lay an additional line or lines of pipe on lands described above upon the payment of a like consideration per rod line and subject to the same benefits and conditions as herein provided.~~ The said grantor to fully use and enjoy the said premises, except for the purpose hereinabove granted to the said Grantee which hereby agrees to bury all pipa to a sufficient depth so as to not interfere with ordinary cultivation of soil and to pay any damages which may arise to crops or fences from the construction, maintenance and operation of said pipelines.

Grantor represents and warrants that he is the owner in fee simple of the land above described subject only to outstanding mortgages, if any now of record in said County and specifically covenants to indemnify Grantee against claims of tenants in possession of the above described lands for damages thereto previously paid to Grantor by Grantee.

Grantor agrees to not build, create or construct nor permit to be built, created or constructed, any obstruction, building, improvement or other structure over or under said pipeline or lines after such pipeline or lines have been constructed by grantee.

All covenants and agreements herein contained shall be deemed to be convenant running with the land and shall extend to and be binding on the respective heirs, legal representatives, successors and assigns of the parties hereto.

It is hereby understood that party securing this grant in behalf of Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS the execution hereof this 12th day of December A.D. 19 88.

Nancy Bunnell Bentley
Nancy Bunnell Bentley
Name

2305 Forest Trail
Temple, Texas ~~76501~~ 76502 ~~NSS~~
Address

Name

Address

Name

Address

CONSENT AND AGREEMENT OF TENANT

In consideration of the sum of $1.00 in hand paid, the undersigned tenant in possession of the real estate described in the foregoing Pipeline Easement consents to and joins in same, to the extent of his interest in the real estate described therein.

TENANT DATE

TENANT DATE

STATE OF Texas
COUNTY OF Bell } SS:

1012.TIF

Before me, Mary Ann Snyder, on this day personally appeared Cathy Schreiber, known to me (or proved to me on the oath of ----------) to be the person whose name is subscribed as a witness to the foregoing instrument, and after being duly sworn by me, stated under oath that he saw Nancy Bunnell Bentley, the person who executed the foregoing instrument, subscribe the same (or, that ----------, the parson who executed the foregoing instrument acknowledged in his presence that he had executed the same for the purposes and consideration therein expressed), and that he had signed the same as witness at the request of the said Nancy Bunnell Bentley.

Given under my hand and official seal this 12th day of December, 19 88.

My commission expires: 7-20-90

Mary Ann Snyder
NOTARY PUBLIC

OFFICIAL RECORDS
WILLIAMSON COUNTY, TEXAS

8/88

PS-2555

DocuSign Envelope ID: EDE81CE7-48D7-4E41-84BE-FCE1BA4C7829

EXHIBIT A

WILLIAMSON COUNTY, TEXAS
TRACT WM-49K

FIELD NOTES

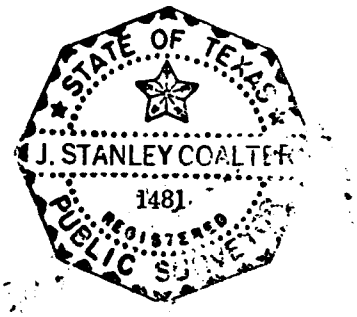
BEING a 50 foot wide construction easement reverting to a 25 foot wide permanent easement upon completion of construction for a 16" dia. steel pipeline across that certain 186 acre tract of land out of the Watkins Nobles Survey, Abstract No. 484, Williamson County, Texas, described in a deed to Nancy Bunnell Bentley recorded in Volume 751, Page 502, Deed Records of Williamson County, said 50 foot wide construction easement and said 25 foot wide permanent easement being for the purpose of constructing and maintaining a petroleum products pipeline over, under and across the above described tract of land, said 50 foot wide construction easement extending 15 feet to the left, (westerly), and 35 feet to the right, (easterly), of the following described line, said 25 foot wide permanent easement extending 15 feet to the left, (westerly), and 10 feet to the right, (easterly), of the following described line, to wit:

BEGINNING at a point on the south line of said 186 acre tract, from which the existing southwest corner thereof on the east right-of-way line of FM-3349 bears N 80° 00' W a distance of 15.00 feet;

THENCE N 10° 00' E a distance of 1690.39 feet to the Point of Termination of said easement on the north line of said 186 acre tract, from which the existing northwest corner thereof on the east right-of-way line of FM-3349 bears N 80° 00' W a distance of 15.00 feet.

Stan Coalter

Stan Coalter, RPS, LSLS
1-23-89

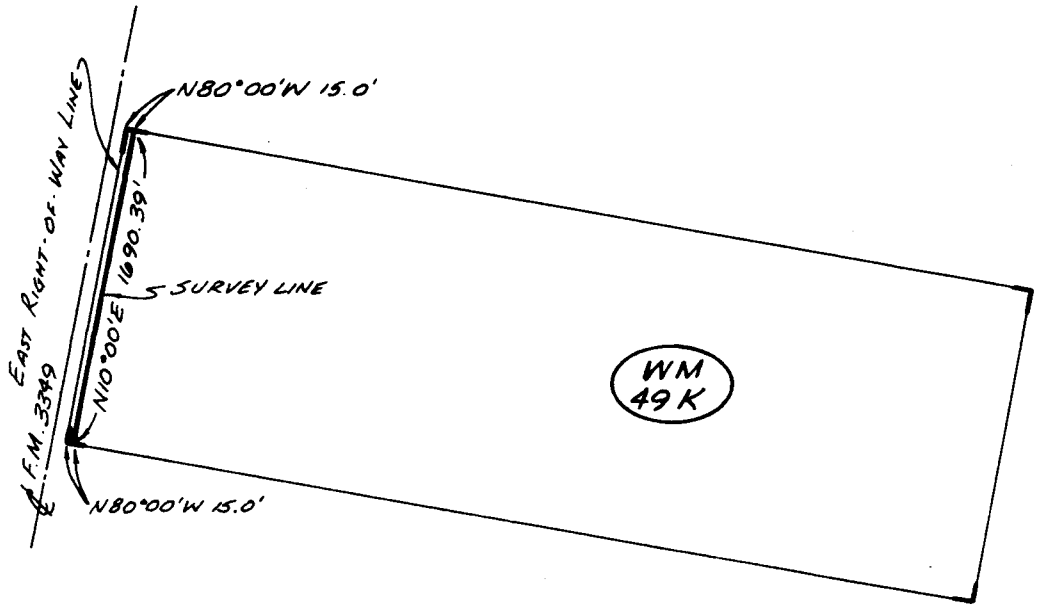


NOTE: See EXHIBIT B attached hereto and made a part hereof for a further description of said easement.

DocuSign Envelope ID: EDE81CE7-48D7-4E41-84BE-FCE1BA4C7829

EXHIBIT "B"

WATKINS NOBLES SURVEY
A-484
WILLIAMSON COUNTY, TEXAS



OWNER:
NANCY BUNNELL BENTLEY

TOTALS:
1690.39 FEET
102 RODS

SURVEYOR'S CERTIFICATION:
I, Stan Coalter, Texas Registered Public Surveyor No. 1481, do hereby certify that the above plat was surveyed on the ground under my supervision and is true and correct to the best of my knowledge.

Stan Coalter
STAN COALTER, R.P.S. 1481

STATE OF TEXAS
J. STANLEY COALTER
1481
REGISTERED PUBLIC SURVEYOR

NO.	REVISION	DATE	BY

SURVEYED BY:
DATE SURVEYED:
APPROVED BY:

KOCH REFINING COMPANY
KOCH Subsidiary of Koch Industries Inc.

ENER-TRANS, INC.
OKLAHOMA CITY, OKLAHOMA

SCALE: 1"=1000'
DRAWN: CP
JOB NO: AFE-03003
FIELD BK. NO.
PAGE NO.
SHEET 1 OF 1

DocuSign Envelope ID: EDE81CE7-48D7-4E41-84BE-FCE1BA4C7829

R435560

FILED FOR RECORD
WILLIAMSON COUNTY, TX.

1989 JUN 26 PM 1:05

James S. Boyd Sr.
COUNTY CLERK

STATE OF TEXAS COUNTY OF WILLIAMSON
I hereby certify that this Instrument was FILED on the date and at the time stamped hereon by me; and was duly RECORDED, in the Volume and Page of the named RECORDS of Williamson County, Texas, as stamped hereon by me, on

JUN 27 1989

COUNTY COURT WILLIAMSON COUNTY, TEXAS

James S. Boyd Sr.
COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

(53)

Joe Pelo.

RETURN TO:
KOCH REFINING COMPANY
P. O. Drawer 1210
Round Rock, Texas 78680

INDEXED
17271

DocuSign Envelope ID: EDE81CE7-48D7-4E41-84BE-FCE1BA4C7829

WM-15

R019173

SOL BUNNELL, ET UX PIPELINE EASEMENT KOCH REFINING COMPANY

THE STATE OF TEXAS,

COUNTY OF WILLIAMSON.

17270

KNOW ALL MEN BY THESE PRESENTS: THAT we, Sol Bunnell and wife, Margaret Bunnell of Williamson County, Texas, hereinafter at times referred to as "Grantors", for and in consideration of the sum of Ten and No/100 ($10.00) Dollars, and other good and valuable consideration to us cash in hand paid by Koch Refining Company, hereinafter at times referred to as "Grantee", the receipt and sufficiency of which are hereby duly acknowledged and for which no lien either express or implied is herein or hereby retained or shall exist, have GRANTED and CONVEYED and by these presents do GRANT and CONVEY unto the said Koch Refining Company, a private corporation, the right, privilege and easement to lay, construct, maintain, repair, operate and remove one Sixteen (16") inch steel pipeline for the purpose of transporting oil, gas and other petroleum products which can be transported through said pipeline over, under, across and through a strip of land Twenty-Five (25') feet wide which lands are situated in Williamson County, Texas, the center line of which is described as follows, to-wit:

> Being more particularly described in field notes prepared by J. Stanley Coalter, Registered Public Surveyor No. 1481 of the State of Texas, a copy of which said field notes marked Exhibit "A" and designated as Tract WM-491 is attached hereto and made a part hereof for all purposes as fully as though copied herein at this place at length and as set out on said Exhibit the description covers and this easement includes a 75 foot wide construction easement which reverts to a 25 foot wide permanent easement upon completion of the construction of said pipeline.

TO HAVE AND TO HOLD unto the Grantee herein, its successors and assigns, forever, the rights, privilege and easement upon, under, across and through said tract of land, subject to, however, the following rights, obligations, restrictions and conditions, to-wit:

> 1. As set out on Exhibit "A" during the construction of the pipeline there is a temporary construction easement 75 feet in width. In connection with the repair or removal of the original pipeline Grantee may utilize an additional strip or strips of land not to exceed in the aggregate, a total of 20 feet as a temporary easement which shall be located as follows in relation to the permanent easement: Located East of that part of the easement adjacent to the West line of said tract and South of that part adjacent to the North line of said tract.

OFFICIAL RECORDS
WILLIAMSON COUNTY, TEXAS

DocuSign Envelope ID: EDE81CE7-48D7-4E41-84BE-FCE1BA4C7829

2. Said pipeline shall be buried to and maintained at a depth which will provide a cover of at least 36 inches below the surface of the ground.

3. Grantee will double-ditch the trench for said pipeline and shall keep the topsoil separate and agrees to replace said topsoil excavated along the easement path to its original location and position when the initial pipeline is installed and upon its subsequent repair or removal, and Grantee agrees to level the surface of the ground to the same condition as found prior to installation and removal of said pipeline. In addition, upon the completion of the pipeline, and upon any subsequent repair or removal of same, Grantee further agrees to chisel the pipeline right-of-way to remove heavy machinery tracks and packing.

4. This easement is made expressly subject to any prior easements granted on and over said property or any part thereof.

5. Grantee agrees to pay for any and all damages to Grantors growing crops, grasses, trees, shrubbery, fences, drainage structures, terraces or any other structures and livestock on Grantors premises caused by operations or activities of Grantee in connection with the installation, construction, maintenance, repair, operation and removal of said pipeline; provided, however, that Grantee shall have the right from time to time to cut or clear trees, brush and other obstructions on the right-of-way which might interfere with the operation and maintenance of said pipeline.

6. Grantee agrees to provide Grantors and their tenants an access way over the pipeline right-of-way during the installation, repair and removal of same so that Grantors and their tenants may move farming machinery from one side of the easement to the other.

7. Grantee shall have no right to cross other lands of Grantors adjacent to the easement area for the purpose of having ingress to or egress from the easement strip of land. It is understood that adequate locks shall be provided by Grantee for any gate installed on a property line over the easement and keys to same shall be furnished to Grantors and their tenants, or surface lessees. Grantee shall not install any interior fences or gates along the easement path.

8. Grantors will not construct or permit any permannet buildings or structures to be constructed on the easement strip which interferes with Grantee's operation of said pipeline, but Grantors without limiting or restricting the rights reserved unto Grantors in Paragraph 9 below, specifically reserve the right to build and maintain and to permit others to build and maintain fences, roads, telephone lines, power lines and pipelines across said easement, but nothing shall be located or placed longitudinally immediately above the pipeline right-of-way.

9. Grantors, their heirs and assigns, reserve the right to use and fully enjoy the premises on which the easement is a burden and located, except as to the rights granted unto Grantee herein.

10. Cessation of use of said pipeline located on the right-of-way herein granted for any continuous period of two years shall be conclusively deemed to be an abandonment of the easement and of any and all rights granted hereunder, and thereupon all rights of Grantee under this instrument shall ipso facto terminate and revert to Grantors, their heirs and assigns.

DocuSign Envelope ID: EDE81CE7-48D7-4E41-84BE-FCE1BA4C7829

R019173

11. Grantee shall not acquire any right to construct any buildings, structures, relief valves or other appurtenances, pumping stations or telephone lines on or above the easement right-of-way.

12. The right of Grantee may be assigned in whole or in part.

13. It is understood that Grantee shall deal separately with and shall be liable to the surface lessee or agricultural tenant for any damages which may be sustained by said surface lessee or agricultural tenant and it is understood that the consideration paid for this easement shall be the property of Grantors.

14. This instrument and the covenants and agreements herein contained shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors and assigns of Grantors and Grantee.

IN WITNESS WHEREOF THESE PRESENTS HAVE BEEN EXECUTED THIS THE 24TH DAY OF FEBRUARY, A.D. 1989.

Sol Bunnell

SOL BUNNELL

Margaret Bunnell

MARGARET BUNNELL

THE STATE OF TEXAS,
COUNTY OF WILLIAMSON.

This instrument was acknowledged before me on the 24th day of February, A.D. 1989 by Sol Bunnell.

Kelly Hilton

Notary Public in and for the State of Texas
Printed Name: Kelly Hilton
My Commission Expires: 7-12-89

THE STATE OF TEXAS,
COUNTY OF WILLIAMSON.

This instrument was acknowledged before me on the 24th day of February, A.D. 1989 by Margaret Bunnell.

Kelly Hilton

Notary Public in and for the State of Texas
Printed Name: Kelly Hilton
My Commission Expires: 7-12-89

DocuSign Envelope ID: EDE81CE7-48D7-4E41-84BE-FCE1BA4C7829

EXHIBIT A

WILLIAMSON COUNTY, TEXAS
TRACT WM-~~401~~ 15

FIELD NOTES

BEING a 75 foot wide construction easement reverting to a 25 foot wide permanent easement upon completion of construction for a 16" dia. steel pipeline across that certain 199.922 acre tract of land out of the Watkins Nobles Survey, Abstract No. 484, the James C. Eaves Survey, Abstract No. 213, and the J.J. Stubblefield Survey, Abstract No. 562, Williamson County, Texas, described in a deed to Sol Bunnell recorded in Volume 751, Page 498, Deed Records of Williamson County, said 75 foot wide construction easement and said 25 foot wide permanent easement being for the purpose of constructing and maintaining a petroleum products pipeline over, under and across the above described tract of land, said 75 foot wide construction easement extending 15 feet to the left, (westerly), and 60 feet to the right, (easterly), of the following described line, said 25 foot wide permanent easement extending 15 feet to the left, (westerly), and 10 feet to the right, (easterly), of the following described line, to wit:

BEGINNING at a point on the south line of said 199.922 acre tract, from which the existing southwest corner thereof on the east right-of-way line of FM-3349 bears N 80° 00' W a distance of 15.00 feet;

THENCE N 10° 00' E a distance of 1326.86 feet to an angle point;

THENCE N 27° 27' 15" E a distance of 40.00 feet to an angle point;

THENCE N 44° 54' 30" E a distance of 40.00 feet to an angle point;

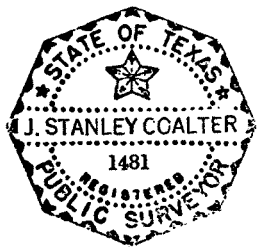
THENCE N 62° 21' 45" E a distance of 40.00 feet to an angle point;

THENCE N 79° 49' E a distance of 2263.48 feet to an angle point;

THENCE N 14° 49' E a distance of 19.31 feet to the Point of Termination of said easement on the north line of said 199.922 acre tract, from which a 3/4" dia. iron rod found at the existing northwest corner of said 199.922 acre tract, (said point being at the intersection of the south line of the Missouri Pacific Railroad right-of-way and the east line of the FM 3349 right-of-way), bears S 79° 49' W a distance of 2352.09 feet.

Stan Coalter

Stan Coalter, RPS, LSLS
1-23-89



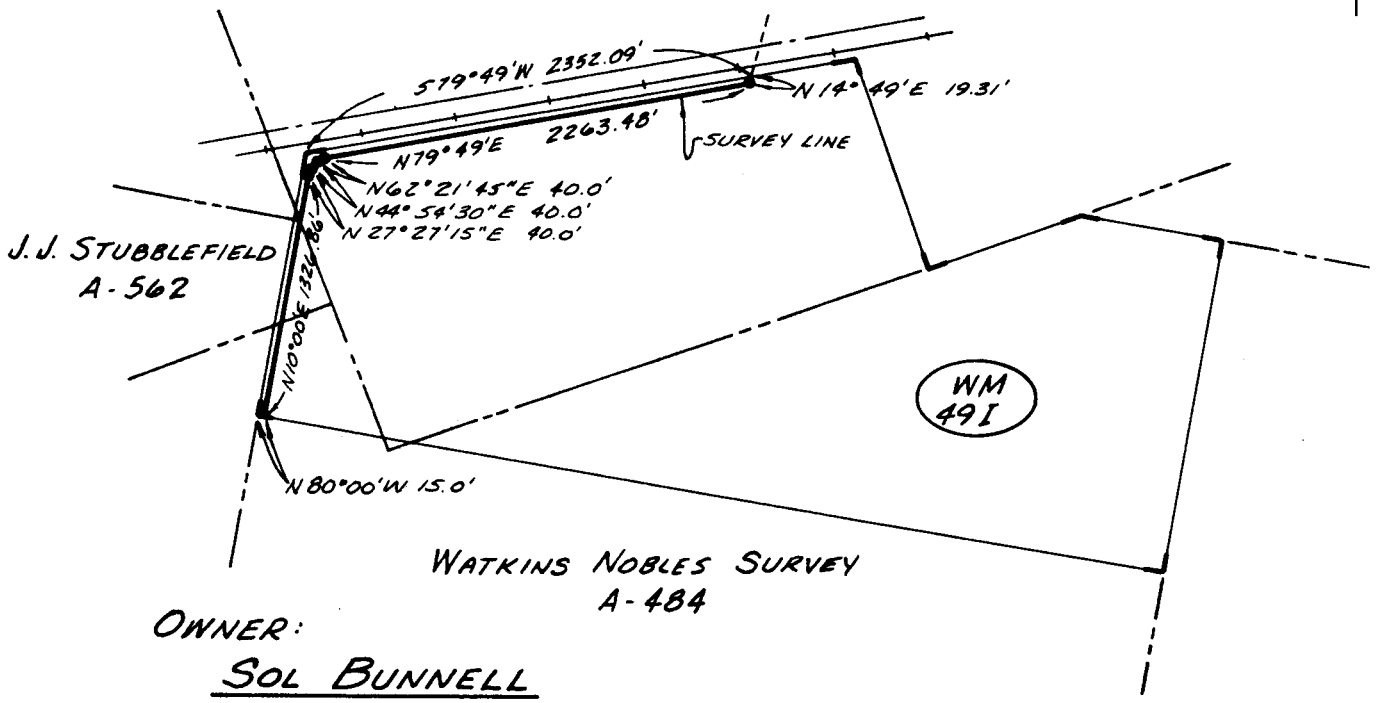
NOTE: See EXHIBIT B attached hereto and made a part hereof for a further description of said easement.

DocuSign Envelope ID: EDE81CE7-48D7-4E41-84BE-FCE1BA4C7829

EXHIBIT "B"

R019173 WM-15
VOL 1792 PAGE 121

JAMES C. EAVES SURVEY
A-213
WILLIAMSON COUNTY, TEXAS



OWNER:
SOL BUNNELL

TOTALS:
3729.65 FEET
226 RODS

SURVEYOR'S CERTIFICATION:

I, Stan Coalter, Texas Registered Public Surveyor No. 1481, do hereby certify that the above plat was surveyed on the ground under my supervision and is true and correct to the best of my knowledge.

Stan Coalter
STAN COALTER, R.P.S. 1481

STATE OF TEXAS
J. STANLEY COALTER
1481
REGISTERED
PUBLIC LAND SURVEYOR

NO.	REVISION	DATE	BY

SURVEYED BY:
DATE SURVEYED:
APPROVED BY:

KOCH REFINING COMPANY
KOCH Subsidiary of Koch Industries Inc.

ENER-TRANS, INC.
OKLAHOMA CITY, OKLAHOMA

SCALE: 1" = 1000'
DRAWN: CS
JOB NO: AFE-03003
FIELD BK. NO.
PAGE NO.
SHEET / OF /

DocuSign Envelope ID: EDE81CE7-48D7-4E41-84BE-FCE1BA4C7829

VOL 1792 PAGE 122

R019173

FILED FOR RECORD
WILLIAMSON COUNTY, TX

1989 JUN 26 PM 1:04

James S. Boyd Sr.
COUNTY CLERK

STATE OF TEXAS COUNTY OF WILLIAMSON
I hereby certify that this Instrument was FILED on the date and at the time stamped hereon by me; and was duly RECORDED, in the Volume and Page of the named RECORDS of Williamson County, Texas, as stamped hereon by me, on

JUN 27 1989

COUNTY COURT WILLIAMSON COUNTY TEXAS

James S. Boyd Sr.
COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

53

1/00 pd cb.

RETURN TO:
KOCH REFINING COMPANY
P. O. Drawer 1210
Round Rock, Texas 78680

INDEXED

17270

DocuSign Envelope ID: EDE81CE7-48D7-4E41-84BE-FCE1BA4C7829

Attachment F

Copy of Approved TxDOT Online Installation Permit

UIR Permit Number: AUS20210901105649

Commissioners Court - Regular Session **35.**

Meeting Date: 05/10/2022

CR 200 Contract Assignment - Jones & Carter to Quiddity

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the CR 200 Consent to Contract Assignment between Williamson County and Jones & Carter, Inc. relating to the 2013 Road Bond Program. Project: P285. Funding Source: Road Bonds.

Background

Jones & Carter, Inc. has undergone a rebranding and name change effort, and they are now known as Quiddity Engineering, LLC. The Consent to Contract Assignment will authorize all CR 200 contract responsibilities to Quiddity Engineering, LLC.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CR200-Quiddity-ContractAssignment

CR200-JonesCarter-RebrandNotice

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	05/05/2022 07:59 AM
Form Started By: Marie Walters		Started On: 05/04/2022 02:16 PM
Final Approval Date: 05/05/2022		

CONSENT TO CONTRACT ASSIGNMENT

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged by the parties hereto, Jones & Carter, Inc. (hereinafter "Assignor") hereby request consent from Williamson County, Texas (hereinafter "County") of the assignment and transfers of all of Assignor's interest, rights and obligations to Quiddity Engineering, LLC (hereinafter "Assignee") in the contract(s) described as follows:

> Contract for Engineering Services dated effective October 2, 2014, relating to County Road 200, which is incorporated herein by reference for all purposes (hereinafter "Contract").

In consideration of the mutual promises and covenants contained herein, County, Assignor and Assignee hereby agree as follows:

1. The Contract was originally executed by and between the County and O'Brien Engineering Services, LLC and thereafter assigned to Assignor pursuant to a Consent to Contract Assignment dated effective October 23, 2018, which is incorporated herein by reference.

2. Assignor agrees that all rights and obligations of Assignor arising under the Contract or otherwise by law or by the existence of conditions precedent, which may or may not have occurred as of the date of this Consent to Contract Assignment, are hereby included in the Assignment of the Contract to Assignee and Assignee hereby agrees to accept same as if Assignee was an original party to the aforesaid Contract.

3. Following the execution of this Consent to Contract Assignment, Assignee shall fully perform all services and/or provide all goods in accordance with terms and condition of the Contract as if Assignee was an original party to the Contract.

4. Assignor and Assignee have agreed the assignment of the Contract shall be binding upon and inure to the benefit of Assignor and Assignee and their respective affiliates, successors, assigns, heir and devisees and legal representatives.

5. UPON EXECUTION OF THIS CONSENT TO CONTRACT ASSIGNMENT AND IN CONSIDERATION OF COUNTY'S CONSENT TO THE ASSIGNMENT SUBJECT HEREOF, ASSIGNEE HEREBY AGREES THAT ASSIGNEE SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF COUNTY'S GROSS NEGLIGENCE) AND INDEMNIFY COUNTY FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF ASSIGNOR, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS ASSIGNOR MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED IN CONNECTION WITH ASSIGNOR'S PERFORMANCE OF SERVICES UNDER THE CONTRACT PRIOR TO EXECUTION OF THIS CONSENT TO CONTRACT ASSIGNMENT; AND FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM ASSIGNOR'S PERFORMANCE OF THE CONTRACT OR THE SERVICES PROVIDED UNDER THE CONTRACT PRIOR TO THE EXECUTION OF THIS CONSENT TO CONTRACT ASSIGNMENT, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS,

ERRORS, OR OMISSIONS OF ASSIGNOR OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY ASSIGNOR OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE.

6. In consideration of the terms, conditions, agreements and covenants set forth herein, County agrees and does hereby consent to Assignor's assignment of the Contract to Assignee.

7. It is the intention of the parties hereto that in the event a court of competent jurisdiction finds that any provision or portion of this Consent to Contract Assignment is unenforceable for any reason, the balance and remainder of this Consent to Contract Assignment shall remain effective and enforceable to the extent possible under the circumstances then existing.

8. Each party to this Consent to Contract Assignment acknowledges that it and its counsel have reviewed this Consent to Contract Assignment and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Consent to Contract Assignment.

9. Each party to this Consent to Contract Assignment hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Consent to Contract Assignment shall lie exclusively in Williamson County, Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Consent to Contract Assignment is governed by the laws of the United States, this Consent to Contract Assignment shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

10. This Consent to Contract Assignment represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written relating to the subject matter hereof. This Consent to Contract Assignment may be amended only by written instrument signed by each party.

AGREED, signed and made effective as of the date of the last party's execution below.

COUNTY:

Williamson County, Texas

By: _____

Printed Name: _____

Capacity: As Presiding Officer of the
Williamson County Commissioners Court

Date: _____ _____, 20___

5/4/2022

ASSIGNOR:

Jones & Carter, Inc.

By: _____

Printed Name: J. Kent O'Brien, PE

Title: Vice President

Date: May 04, 2022

ASSIGNEE:

Quiddity Engineering, LLC

By: _____

Printed Name: J. Kent O'Brien, PE

Title: Vice President

Date: May 04, 2022

6330 West Loop South, Suite 150
Bellaire, Texas 77401
Tel: 713.777.5337
www.quiddity.com

March 3, 2022

Clients of Jones & Carter, Inc.

Re: Recent Changes

Dear Clients:

Jones & Carter, Inc., (now Quiddity), very much appreciates the opportunity to provide our professional services to you. As you are hopefully already aware, Jones & Carter has undergone a rebranding and name change effort and we are now known as Quiddity Engineering, LLC. We successfully completed the necessary filings with the Texas Secretary of State's Office and will be pleased to provide you those additional documents should you desire them. However, please know that Quiddity Engineering, LLC will maintain a Doing Business As (DBA) – Jones & Carter, Inc. status for a short window while we complete the novation and assignments of our existing contracts. Our desire is to immediately begin processing invoices and receiving payments under our Quiddity Engineering, LLC name and EIN numbers noted below. However, to avoid unnecessary delays in the payment of this attached invoice, we ask that you contact us immediately should you have a need to process this invoice under our existing Jones & Carter, Inc. name and EIN. In this case, we will work with you in the coming month to ensure that you have all necessary documentation in place to facilitate a Quiddity Engineering, LLC invoice and payment for next month.

Please update your records to refer to the new name and Federal EIN of Quiddity Engineering, LLC (EIN:).

To facilitate payments for the work performed, please use the following: (We have attached a new updated W-9 form with the new name and tax ID)

Payments by Automated Clearing House (ACH):
Account Name: Quiddity Engineering, LLC
Account #
ABA #

Payments by Check:
Please make all checks payable to Quiddity Engineering, LLC, and mail to the lockbox address below.
P.O. Box 95562
Grapevine, TX 76099-9708

Payments by Credit Card:
We accept all types of credit card payments. To process a payment by credit card payment please reach out to accounts receivable via email at Accountsreceivable@jonescarter.com or by phone at (713) 777-5337.

All other invoice related questions should be directed to the project accountant that handles your account.

Tobin Synatschk, PE
Chief Operations Officer

TS/cgj

Commissioners Court - Regular Session **36.**

Meeting Date: 05/10/2022

Award IFB #22IFB96 County Road 404 Hutto 24 Inch Water Line Realignment to Austin Underground, Inc. for HNTB

Submitted For: Joy Simonton **Submitted By:** Gretchen Glenn, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding IFB #22IFB96 County Road 404 Hutto 24 inch Water Line Realignment to the lowest and best bidder, Austin Underground, Inc., in the amount of $1,862,199.25 and authorizing the execution of the agreement. Funding Source is P390.

Background

Williamson County sent over 5,100 notifications for this solicitation and received one (1) submittal. The bid has been reviewed and the apparent low bidder, Austin Underground, Inc., was found to be responsive and materially balanced. The bid was $1,862,199.25 which was 29.6% lower than the engineer's estimate. In addition to meeting the bid qualifications subject to being the only bidder, Austin Underground, Inc., has successfully completed previous projects for local cities performing similar work. Based on favorable working references provided, HNTB recommends the award of County Road 404 Hutto 24in Water Line Realignment contract to Austin Underground, Inc. Funding source for this project is Road Bond-P390. Christen Eschberger with HNTB is the point of contact.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Recommendation Packet

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	05/05/2022 08:42 AM
County Judge Exec Asst.	Becky Pruitt	05/05/2022 08:50 AM
Form Started By: Gretchen Glenn		Started On: 05/04/2022 01:25 PM
Final Approval Date: 05/05/2022		

HNTB Corporation
The HNTB Companies
Engineers Architects Planners

101 E. Old Settlers Blvd
Suite 225
Round Rock, TX 78664

Telephone (512) 744-9082
www.hntb.com

May 2, 2022

Williamson County Purchasing Department
100 Wilco Way
Suite P101
Georgetown, Texas 78626

Attention: Kerstin Hancock
Deputy Purchasing Agent

Re: Williamson County Road Bond Program
CR 404 Hutto Water Line HDPE Pipe
Williamson County Project No. 22IFB96
Recommendation of Contractor Award

Dear Ms. Hancock,

Please find attached the bid tabulation for the subject-referenced project. The bids have been reviewed and the apparent low bid (Austin Underground) was found to be responsive and materially balanced. Following is a summary of the bid totals:

1. Austin Underground $1,862,199.25

The bidder was 29.6% lower than the Engineer's Estimate.

In addition to meeting the bid qualifications subject to being the only bidder, Austin Underground, Inc. has successfully completed previous projects for local cities performing similar work. Based on the references provided and low bid of $1,862,199.25, we concur with the Design Engineer, Cobb Fendley Recommendation of Award for CR 404 Hutto Water Line HDPE Pipe contract to Austin Underground in the contract amount of $1,862,199.25.

Please feel free to contact our office with any questions.

Respectfully Submitted,

HNTB Corporation

Oscar Salazar-Bueno, P.E.

VIA E-MAIL

Attachments: Bid Tabulation Analysis, Engineer's Letter of Recommendation, Form 1295

Cc: Judge Gravell, Williamson County Judge
Commissioner Cook, Williamson County, Pct. 1
Commissioner Long, Williamson County, Pct. 2
Commissioner Covey, Williamson County, Pct. 3
Commissioner Boles, Williamson County, Pct. 4
Robert B. Daigh, Williamson County
Terron Evertson, Williamson County
Mike Weaver, HNTB Corporation
Richard Ridings, HNTB Corporation

Williamson County Road Bond Program
CR 404 Hutto Water Line HDPE Pipe
May 2, 2022

Bid Comparison

Bidder	Bid Amount	Rank	Difference from Engineer's Estimate ($)	Difference from Engineer's Estimate (%)	Difference from Low Bid ($)	Difference from Low Bid (%)
Austin Underground, Inc	$ 1,862,199.25	1	($782,025.75)	-29.6%	$ -	0.0%

Williamson County Road Bond Program
CR 404 Hutto Water Line HDPE Pipe
May 2, 2022

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		Austin Underground, Inc.	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
1	SS.W5.9.A24	Pipe, 24" Dia. HDPE (DIPS Size), DR11 (200 psi), Including material, cutting, and fusion (fusion of fittings not included)	14,967	LF	$ 175.00	$ 2,619,225.00	$ 122.75	$ 1,837,199.25

NON-BID ITEMS TO BE INCLUDED IN BID AND CONTRACT AMOUNT. DO NOT MAKE CHANGES TO THIS SECTION.

2	999-WC01	FORCE ACCOUNT	25,000	DOL	$ 1.00	$ 25,000.00	$ 1.00	$ 25,000.00
		TOTAL COST ADJUSTED FOR CORRECTNESS				**$ 2,644,225.00**		**$1,862,199.25**
		ACTUAL BID PROPOSAL						$1,862,199.25
		ADJUSTMENT DIFFERENCE						$0.00
		Bid Bond						Y
		Conflict of Interest Questionnaire						Y
		Bidder References (Minimum of Three)						Y

CobbFendley
TBPE Firm Registration No. 274

May 3, 2022

Ms. Christen Eschberger, PE
Project Manager, HNTB
101 E Old Settlers Blvd 100
Round Rock, Texas 78664

RE: CR 404 Hutto 24 Inch Water Line Realignment – HDPE & Fusion
Recommendation for Award

Ms. Eschberger:

Bids for CR 404 Hutto 24 Inch Water Line Realignment – HDPE & Fusion were opened on Monday, May 2, 2021 at 2:00 p.m. One (1) bid was received and has been evaluated. The lowest qualified bidder is Austin Underground, Inc. with a total bid of $1,862,199.25. The Engineer's Opinion of Probable Construction Cost was $2,644,225.00. Please find attached a summary of all submitted bids.

CobbFendley hereby recommends to award the construction contract for bid in the amount of One Million, Eight Hundred Sixty Two Thousand, One Hundred Ninety Nine dollars and Twenty Five Cents ($1,862,199.25) for the CR 404 Hutto 24 Inch Water Line Realignment – HDPE & Fusion project to Austin Underground, Inc.

Sincerely,

Kristen Van Hoosier, P.E.
Project Manager

Commissioners Court - Regular Session **37.**

Meeting Date: 05/10/2022

2013 Road Bond Transfer

Submitted By: Tomika Lynce, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving a 2013 Road Bond Budget Transfer per Mike Weaver, Road Bond Manager, to move $55,000 from P290 (2013 Road Bond Non-Departmental) to P329 (O'Connor Traffic Signals) and $150,000 from P290 (2013 Road Bond Non-Departmental) to P270 (Great Oaks at Brushy Creek Road). Also, to close P231 (Ronald Reagan Blvd at IH35) and move the remaining funds of $48,676.50 to P237 (DB Woods at SH29), to close P243 (SH 29 Bypass/Inner Loop/SW Bypass) and move the remaining funds of $616,735.83 to P237 (DB Woods at SH29), to close P439 (San Gabriel Ranch Road) and move the remaining funds of $15,455.50 to P285 (CR 200), to close P438 (Bagdad Road at CR 278) and move $100,000 to P285 (CR 200 and the remaining funds of $266,476.08 to P290 (2013 Road Bond Non-Departmental).

Background

The attached memo provides more detail on the funds being transferred.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2013 Road Bond Memo

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	05/05/2022 10:19 AM
Form Started By: Tomika Lynce		Started On: 05/05/2022 09:40 AM
Final Approval Date: 05/05/2022		

HNTB Corporation
Engineers Architects Planners

101 E Old Settlers Blvd
Suite 100
Round Rock, TX 78664

Telephone (512) 744-9082
www.hntb.com

Ms. Tomika Lynce
Williamson County Auditor's Office
Historic County Courthouse
710 Main Street, Ste. 301
Georgetown, TX 78626

May 4, 2022

Re: 2013 Road Bond Project Budget Closure and Adjustment

Dear Ms. Lynce,

Please process the following 2013 Road Bond budget adjustment as well as close the indicated projects:

- Close P231 Ronald Reagan Blvd at IH35 and Move remaining balance to P-237 DB Woods at SH29;
- Close P243 SH 29 Bypass/Inner Loop/SW Bypass and Move remaining balance to P-237 DB Woods at SH29;
- Close P439 San Gabriel Ranch Road and Move remaining balance to P285 CR 200;
- Close P438 Bagdad Rd at CR 278 and Move $100,000.00 to P285 CR 200
    - Remaining balance from P438 to P290 Unallocated Interest;
- Move $55,000.00 from P290 Unallocated to P329 O'Connor Traffic Signals;
- Move $150,000.00 from P290 Unallocated to P270 Great Oaks at Brushy Creek Rd.

If you have any questions, please let me know.

Thank you

Michael J. Weaver

Cc: Robert B. Daigh, P.E., Williamson County Senior Director of Infrastructure
Pam Navarrette, Williamson County Auditor's Office
Julie Kiley, Williamson County Auditor's Office
Christen Eschberger, P.E., HNTB
Marie Walters, HNTB

Commissioners Court - Regular Session **38.**

Meeting Date: 05/10/2022

Liberty Hill Bypass relocation claim

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on one claim for moving expenses related to the right of way acquisition on Liberty Hill Bypass - parcel 45. Funding Source: Road Bonds (P346)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Relocation Claim

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	05/05/2022 08:29 AM
Form Started By: Charlie Crossfield		Started On: 05/04/2022 03:22 PM
Final Approval Date: 05/05/2022		

CLAIM FOR ACTUAL MOVING EXPENSES

Print or Type All Information

1. Name of Claimant(s)	Parcel No: 45	County: Williamson
Raymond & Pamela Cabtrell	ROW CSJ: N/A	Project No.: N/A

☒ Residence ☐ Business ☐ Farm ☐ Nonprofit ☐ Sign ☐ Other

2. Address of Property Acquired by State:
901 Stubbelfield Ln., Liberty Hill, TX 78642-4253Claimant's Telephone No.: [redacted]

3. Address Moved To: 3697 County Road 106
Llano, TX 78643

4. Occupancy of Property Acquired by State:
From (Date): 1984 | To (Date of Move): 4/30/2021
☒ Owner/Occupant ☐ Tenant

5. Distance Moved: Miles

7. Mover's Name and Address:
Daryl Flood Relocation Inc.
2401 Double Creek Drive
Round Rock, TX 78664

6. Controlling Dates	Mo.	Day	Yr.
a. First Offer in Negotiation	10	5	2020
b. Date Property Acquired	03	05	2021
c. Date Required to Move	04	30	2021

8. Property Storage (attach explanation)
From (Date): 4/14/21 To (Date of Move): 4/29/22

Place Stored (Name and Address):
3359 Hwy 29
Burnet, TX 78611

10. Temporary Lodging (attach explanation)
From (Date): To (Date of Move):

9. Amount of Claim:	
a. **Moving Expenses**	**$6,355.00**
b. Reestablishment Expenses	$
c. Searching Expenses	$
d. Tangible Property Loss	$
e. Storage	$
f. Temporary Lodging	$
g. **Total Amount**	**$6,355.00**

11. All amounts shown in Block 9 were necessary and reasonable and are supported by attached receipts. Pay of this claim is requested. I certify that I have not submitted any other claim for, or received reimbursement for, an item of expense in this claim, and that I will not accept reimbursement or compensation from any other source for any item of expense paid pursuant to this claim. I further certify that all property was moved and installed at the address shown in Block 3, above, in accordance with the invoices submitted and agreed terms of the move and that all information submitted herewith or included herein is true and correct.

Date oClaim: 5/3/22

Raymond Cantrell
Claimant

Pamela Cantrell
Claimant

Spaces Below to be Completed by Williamson County

I certify that I have examined this claim and substantiating documentation attached herewith, and have found it to be true and correct and to conform with the applicable provisions of State law. All items are considered to be necessary reasonable expenses and this claim is recommended for payment as follows:

Amount of $ 6,355.00

Date

Right of Way Manager

R99

AGREEMENT FOR DIRECT PAYMENT TO VENDOR

County: Williamson
ROW CSJ: N/A
Highway: Liberty Hill Bypass Project
Parcel: 45

The undersigned displacee hereby agrees that payment for relocation services identified on the attached scope of work will be made to . This agreement is void without a signed scope of work attached. The Texas Department of Transportation reserves the right and responsibility of determining the "reasonable and necessary" charges for the move as is customary in the industry. understands anything not included in the attached scope of work must be pre-approved by TxDOT in order to ensure its eligibility for reimbursement. Vendor understands that the Texas Department of Transportation will not be able to make any reimbursements for the pre-approved scope of services until displace authorizes release of the payment.

Raymond Cantrell Pamela Cantrell — 4-1-21
Displacee's Signature — Date

Raymond Cantrell Pamela Cantrell
Displacee's Name (Printed)

Kelly Wojcicki — 4/2/21
Vendor's Signature — Date

Kelly Wojcicki
Vendor's Name (Printed)

Lisa Dworaczyk — 4/5/2021
Williamson County Project Manager Signature — Date

Lisa Dworaczyk
Williamson County Project Manager Name (Printed)

★ R D P V ★

Daryl Flood Suddath Relocation Systems

815 South Main St. Suite 163
Jacksonville, FL 32207

904-390-7100

Invoice Date: 5/2/2022
Invoice #: 739372
Order #: 441-6063-22
Customer #: 91252

Amount Due: $6,355.00

Due Date: 6/1/2022

After 6/1/2022 pay: $6,450.33

Amount Paid: $ _____

Right of Way of Texas, LLC
Attn: lmiller7366@gmail.com
Laurie Miller
Williamson County/Liberty Hill

Remit To:

Daryl Flood Suddath Relocation Systems
815 South Main St. Suite 163
Jacksonville, FL 32207
904-390-7100

Please detach and return this portion with your payment. Thank you.

Invoice Date: 5/2/2022
Invoice #: 739372
Order #: 441-6063-22
Customer #: 91252

Daryl Flood Suddath Relocation Systems
815 South Main St. Suite 163
Jacksonville, FL 32207
904-390-7100

Remit To:

Daryl Flood Suddath Relocation Systems
815 South Main St. Suite 163
Jacksonville, FL 32207
904-390-7100

Load Date: 4/27/2022

Delivery Date: 4/28/2022

Shipper: Cantrell, Pam

Salesperson: Russell, Wayne

Hauled Wt:

Miles: 100

From: 3359 TX Hwy 29 E (We moved them there)
BURNET, TX 78611
United States of America

To: 3697 County Rd 106
LLANO, TX 78643
United States of America

Tariff: Intra

Item #	Description	Quantity	Quantity	Rate	Gross	Discount	Amount
	Transportation- 13247 lbs.				$5,355.00		$5,355.00
	Fuel Surcharge				$150.00		$150.00
	Valuation- Full Value				$502.00		$502.00
	Unpacking				$48.00		$48.00
	Moving Safe- 450 lbs				$200.00		$200.00
	Mini Storage Fee				$100.00		$100.00

Amount Due: **$6,355.00**

Due Date: 6/1/2022

After 6/1/2022 pay: $6,450.33

Thank you for your business and prompt payment! We are looking forward to providing you moving services again.

Texas Department of Transportation
Form ROW-R-CE
(Rev. 03/16)

CERTIFICATION OF ELIGIBILITY

Project: Liberty Hill Bypass
Parcel: 45
Displacee: Raymond and Pamela Cantrell

Individuals, Families and Unincorporated Businesses or Farming Operations

I certify that myself and any other party(ies) with a financial interest in this relocation assistance claim are either:

☑ Citizens or Nationals of the United States

or

☐ Aliens lawfully present in the United States

* If an Alien lawfully present in the United States, supporting documentation will be required.

Pamela Cantrell
Claimant

Date: 11-4-20

Raymond Cantrell
Claimant

Date: 11.4-20

Incorporated Business, Farm or Nonprofit Organizations

I certify that I have signature authority for this entity and such entity is lawfully incorporated under the applicable state's laws and authorized to conduct business within the United States.

_____
Claimant

Date:

Commissioners Court - Regular Session **39.**

Meeting Date: 05/10/2022

Sam Bass relocation claim

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a claim for moving expenses related to the right of way acquisition on Sam Bass Road--Parcel 13. Funding Source: Road Bonds P462
Unit 125 Cattermole

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Unit 125 relocation

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	05/05/2022 08:30 AM
Form Started By: Charlie Crossfield		Started On: 05/04/2022 03:28 PM
Final Approval Date: 05/05/2022		

CLAIM FOR ACTUAL MOVING EXPENSES

Print or Type All Information

1. Name of Claimant(s) David Cattermole	Parcel No: 13	County: Williamson
		Project: Corridor H/Sam Bass Rd

☒ Individual Storage **Unit #125**

2. Address of Property Acquired by Williamson County:
4700 Sam Bass Road
Round Rock, Texas 78681

[redacted].: [redacted]6

Email [redacted]n

3. Address Moved To:
[redacted]d
[redacted]r [redacted]k, [redacted]X [redacted]3

4. Occupancy of Property Acquired by Williamson County:
From (Date): 12/20 To (Date of Move): 12-21

☐ Owner/Occupant ☒ Tenant

6. Controlling Dates	Mo.	Day	Yr.
a. First Offer in Negotiation	05	11	2020
b. Date Property Acquired	05	29	2021
c. Date Required to Move	11	30	2021

8. Property Storage (attach explanation)
From (Date): N/A To (Date of Move): N/A

Place Stored (Name and Address):
N/A

10. Temporary Lodging (attach explanation)
From (Date): N/A To (Date of Move): N/A

5. Distance Moved: 1 Miles

7. Mover's Name and Address:

Self-Move based off approved fee schedule
FLATBED TRAILER

9. Amount of Claim:

Moving Expenses	$250.00
Total Amount	**$250.00**

11. All amounts shown in Block 9 were necessary and reasonable and are supported by attached receipts. Pay of this claim is requested. I certify that I have not submitted any other claim for, or received reimbursement for, an item of expense in this claim, and that I will not accept reimbursement or compensation from any other source for any item of expense paid pursuant to this claim. I further certify that all property was moved and installed at the address shown in Block 3, above, in accordance with the invoices submitted and agreed terms of the move and that all information submitted herewith or included herein is true and correct.

Signature Claimant

Date of Claim: 3/7/22

Signature Claimant

Spaces Below to be Completed by Williamson County

I certify that I have examined this claim and substantiating documentation attached herewith and have found it to be true and correct and to conform with the applicable provisions of State law. All items are considered to be necessary reasonable expenses and this claim is recommended for payment as follows:

Amount of $ 250.00 5-2-2022

Date

Relocation Agent

Date

Williamson County Judge

Parcel 13 Sam Bass Road			Displacee Name David Cattermole
Tenant Personal Property Relocation Estimate			Unit Number 125
			Comments:
Type of Property		Buehler	5[redacted]6
		cost per each	
			[redacted]n
Passenger Vehicles		$250.00	
Covered Trailers		$250.00	
Flatbed Trailers		$250.00	
Various Boats with Trailers		$300.00	
Motorhome Bus		$500.00	
Motorhome		$400.00	
Box Truck		$450.00	
Food Truck		$450.00	
Travel Trailers All Sizes		$400.00	
8' X 8' Storage Bins (contents only)		$850.00	
Slide in Truck Camper		$350.00	
Office Trailer		$650.00	

CERTIFICATION OF ELIGIBILITY

Project Sam Bass Road
Parcel: 13

Tenant Name: David Cattermole

Unit/Space #: 125

Individuals, Families and Unincorporated Businesses or Farming Operations

I certify that myself and any other party(ies) with a financial interest in this relocation assistance claim are either:

☒ Citizens or Nationals of the United States
or
☐ Aliens lawfully present in the United States

* If an Alien lawfully present in the United States, supporting documentation will be required.

_____ Date: 4/30/2022
Signature

_____ Date:
Signature

Incorporated Business, Farm or Nonprofit Organizations

I certify that I have signature authority for this entity and such entity is lawfully incorporated under the applicable state's laws and authorized to conduct business within the United States.

N/A

_____ Date:
Claimant

PLEASE COMPLETE, SIGN, DATE AND RETURN

RIGHT OF WAY OF TEXAS, LLC

6101 W. COURTYARD DRIVE, BLDG. 1, STE. 125, AUSTIN, TX 78730
(O) (512) 372-6220 (F) (512) 372-6221

ACKNOWLEDGMENT BY TENANT

CORRIDOR H/SAM BASS ROAD
PARCEL 13
SAM BASS STORAGE
UNIT 125

Relocation Advisory Services & Assistance:

I have been given a copy of the 90-day notice which explains the available services and entitlements available to me. I am advised that the Relocation Agent will be available to assist me if any questions arise or assistance is needed.

TENANT ACKNOWLEDGEMENT:

Signature	4/30/2022 Date
David Cattermole Print Name	125 UNIT

Phone [redacted]

[redacted]@gmail.com

PLEASE COMPLETE, SIGN, DATE AND RETURN

Contact Notes

Project Corridor H/Sam Bass Road
Parcel 13

Unit # 125

Name David Cattermole

Phone [redacted]6

Email [redacted]m

Date	Comments
07-23-2021 10-29-2021 01-05-2022	Letter notifying of project and move date and relocation eligibility. Email asking for response to July letter. Move Verified
03-02-2022 03-04-2022	Email stating, they have 18 months to file a claim Received email from David Cattermole asking about move benefits, I called him and explained the project and relocation benefits for moving his trailer. I told him I would prepare claim forms and send to him.
03-07-2022 04-30-2022 05-02-2022	Prepared and sent claim forms to Mr. Cattermole for signature. Mr. Cattermole returned signed claim documents Sent claim package to Sheets and Crossfield for approval and payment.

Commissioners Court - Regular Session **40.**

Meeting Date: 05/10/2022

CR 245 Parcel 1 Contract

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on a real estate contract with The B. Kinney Trust for 0.3155 acres of ROW needed on County Road 245. (Parcel 1) Funding Source: Road Bonds P353

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	05/05/2022 08:30 AM
Form Started By: Charlie Crossfield		Started On: 05/04/2022 03:35 PM
Final Approval Date: 05/05/2022		

REAL ESTATE CONTRACT
County Road 245 Right of Way—Parcel 1

THIS REAL ESTATE CONTRACT ("Contract") is made by **THE B. KINNEY TRUST** (referred to in this Contract as "Seller") and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract of land described as follows:

> Being a 0.3155 acre (13,744 square foot) parcel of land out of the L.P. Dyches Survey, Abstract No. 171, in Williamson County, Texas; said parcel of land being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof. (**Parcel 1**);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described in Exhibit "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price and Additional Compensation

2.01. The Purchase Price for the Property described in Exhibit "A" shall be the sum of ONE HUNDRED EIGHT THOUSAND and 00/100 Dollars ($108,000.00).

2.01.1. As Additional Compensation for any improvements on the Property, the reconstruction or reconfiguration of fencing, and any damage to and/or cost to cure the remaining property of Seller, Purchaser shall pay the sum of NINE THOUSAND and 00/100 Dollars ($9,000.00).

Payment of Purchase Price and Additional Compensation

2.02. The Purchase Price and Additional Compensation shall be payable in cash or other good funds at the Closing.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser;

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

The Property herein is being conveyed to Purchaser under threat of condemnation.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Longhorn Title Company on or before May 31, 2022, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibit "A", free and clear of any and all monetary liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable;

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(2) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted;

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".

(d) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price and Additional Compensation.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation, but shall otherwise remain the continuing obligation of Seller to satisfy. Agricultural roll-back taxes, if any, which directly result from completion of this transaction and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each party incurring same respectively.

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII
MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

8.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09. In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10. This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

Contingent Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time after June 30, 2022 to enter and possess the Property prior to Closing for the purpose of completing any and all necessary testing, utility relocation and construction activities associated with the proposed County Road 245 improvement construction project of Purchaser, and Seller agrees to make any gate access available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph. The parties further agree to continue to use diligence in assisting with any title curative measures or mortgage lien release required by the Contract to complete the Closing of the purchase transaction.

[signature page follows]

SELLER:

THE B. KINNEY TRUST

By: B. Kinney

Name: BERTHA KINNEY

Its: TRUSTEE

Date: 5/2/2022

Address: 7770 RR 2338

Georgetown, TX 78633

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Date: _____

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

EXHIBIT A

County: Williamson
Highway: County Road 245 August 20, 2021
Project Limits: From RM 2338 to Ronald Reagan Blvd.

PROPERTY DESCRIPTION FOR PARCEL 1

DESCRIPTION OF a 13,744 square foot (0.3155 of one acre) parcel of land out of the L.P Dyches Survey, Abstract No. 171, in Williamson County, Texas, and being out of the west remainder portion of a called 91.929 acre tract conveyed to The B. Kinney Trust, B. Kinney, Trustee, or her successor in trust, by Warranty Deed dated October 13, 2011, as recorded in Document No. 2011069273, Official Public Records, Williamson County, Texas (O.P.R.W.C.T.); said 13,744 square foot (0.3155 of one acre) parcel of land being more particularly described by metes and bounds as follows:

COMMENCING at an iron rod found at a corner in the south line of said west remainder portion of 91.929 acre Kinney tract, and in the north line of a 4.486 acre tract conveyed to the State of Texas, as recorded in Document No. 2010000623, O.P.R.W.C.T., being the southwest corner of a 2.403 acre tract conveyed to Williamson County, as recorded in Document No. 2011019740, O.P.R.W.C.T., and being in the existing north right-of-way line of RM 2338 (varying width);

THENCE N 89°52'27" E, along the east line of said west remainder portion of 91.929 acre Kinney tract, and the west line of said 2.403 acre Williamson County tract, being the existing west right-of-way line of County Road 245 (CR 245), a distance of 60.22 feet to a 1/2-inch iron rod with "McGray McGray" cap set in the proposed west right-of-way line of CR 245, for the **POINT OF BEGINNING**, being 67.50 feet left of Engineer's Baseline Station 101+17.43 and having Surface Coordinates of North=10,236,993.87, East=3,100,731.91;

1) **THENCE, N 44°56'57" E**, over and across said west remainder portion of 91.929 acre Kinney tract, along the proposed west right-of-way line of CR 245, a distance of **539.71 feet** to a 1/2-inch iron rod with "McGray McGray" cap (unable to set), being 67.50 feet left of Engineer's Baseline Station 106+57.14 for a point of curvature to the left;

2) **THENCE, 697.67 feet,** over and across said west remainder portion of 91.929 acre Kinney tract, along the arc of said curve to the left, having a radius of **1,732.50 feet**, a delta angle of **23°04'22"**, with the proposed west right-of-way line of CR 245, and a chord bearing **N 33°24'46" E**, a chord distance of **692.96 feet** to a 1/2-inch iron rod with "McGray McGray" cap (unable to set), being 67.50 feet left of Engineer's Baseline Station 113+81.99;

PROPERTY DESCRIPTION FOR PARCEL 1

3) **THENCE, N 21°52'35" E,** over and across said west remainder portion of 91.929 acre Kinney tract, along the proposed west right-of-way line of CR 245, a distance of **115.97 feet** to a 1/2-inch iron rod with "McGray McGray" cap set, being 67.50 feet left of Engineer's Baseline Station 114+97.96, being in the north line of said west remainder portion of 91.929 acre Kinney tract and the south line of a called 19.98 acre tract conveyed to The Worship Place (Interdenominational) by Warranty Deed with Vendor's Lien, dated March 31, 2016, as recorded in Document No. 2016027257, O.P.R.W.C.T., from which a 1/2-inch iron rod with "PLS INC" cap found at the northwest corner of said west remainder portion of 91.929 acre Kinney tract and the southwest corner of said 19.98 acre The Worship Place tract bears N 61°46'34"W, a distance of 1,617.49 feet;

4) **THENCE, S 61°46'34" E,** along the north line of said west remainder portion of 91.929 acre Kinney tract and the south line of said 19.98 acre The Worship Place tract, a distance of **11.00 feet** to a point at the northeast corner of said west remainder portion of 91.929 acre Kinney tract and the southeast corner of said 19.98 acre The Worship Place tract, being in the existing west right-of-way line of CR 245;

5) **THENCE, S 22°01'46" W,** along the east line of said west remainder portion of 91.929 acre Kinney tract, being the existing west right-of-way line of CR 245, a distance of **211.28 feet** to a 60d nail found for an east corner of said west remainder portion of 91.929 acre Kinney tract, being the north corner of said 2.403 acre Williamson County tract, for a point of curvature to the right;

6) **THENCE, 554.52 feet,** along the arc of said curve to the right, having a radius of **1,540.00 feet,** a delta angle of **20°37'51",** with the east line of said west remainder portion of 91.929 acre Kinney tract, and the west line of said 2.403 acre Williamson County tract, with the existing west right-of-way line of CR 245, a chord bearing **S 34°37'31" W,** a chord distance of **551.53 feet** to a cotton spindle found;

7) **THENCE, S 44°58'42" W,** along the east line of said west remainder portion of 91.929 acre Kinney tract and the west line of said 2.403 acre Williamson County tract, with the existing west right-of-way line of CR 245, a distance of **583.99 feet** to a 60d nail found at the southeast corner of said west remainder portion of 91.929 acre Kinney tract;

EXHIBIT A

County: Williamson
Highway: County Road 245
Project Limits: From RM 2338 to Ronald Reagan Blvd.

August 20, 2021

PROPERTY DESCRIPTION FOR PARCEL 1

8) **THENCE, S 89°52'27" W,** along the east line of said west remainder portion of 91.929 acre Kinney tract and the west line of said 2.403 acre Williamson County tract, with the existing west right-of-way line of CR 245, a distance of **10.37 feet** to the **POINT OF BEGINNING** and containing 13,744 square feet (0.3155 of one acre) of land, more or less.

All bearings and coordinates shown are based on the Texas Coordinate System (TCS), Central Zone (4203), North American Datum 1983 (NAD 83) 2011 Adjustment, Epoch 2010.00. All distances and coordinates shown are surface and may be converted to grid by dividing by a surface adjustment factor of 1.00012. All measurements are in U.S. Survey Feet.

Right-of-entry was unable to be obtained at the time of survey. Monuments along the proposed right-of-way line were unable to be set, where noted.

A parcel plat of even date was prepared in conjunction with this property description.

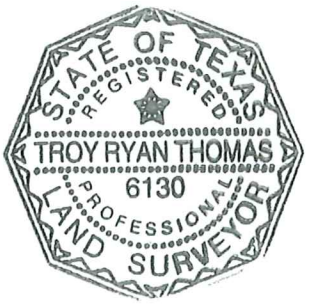
STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

That I, Troy R. Thomas, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this the 20th day of August, 2021 A.D.

SURVEYED BY:

McGRAY & McGRAY LAND SURVEYORS, INC.
3301 Hancock Dr., Ste. 6 Austin, TX 78731 (512) 451-8591
TBPELS Survey Firm# 10095500



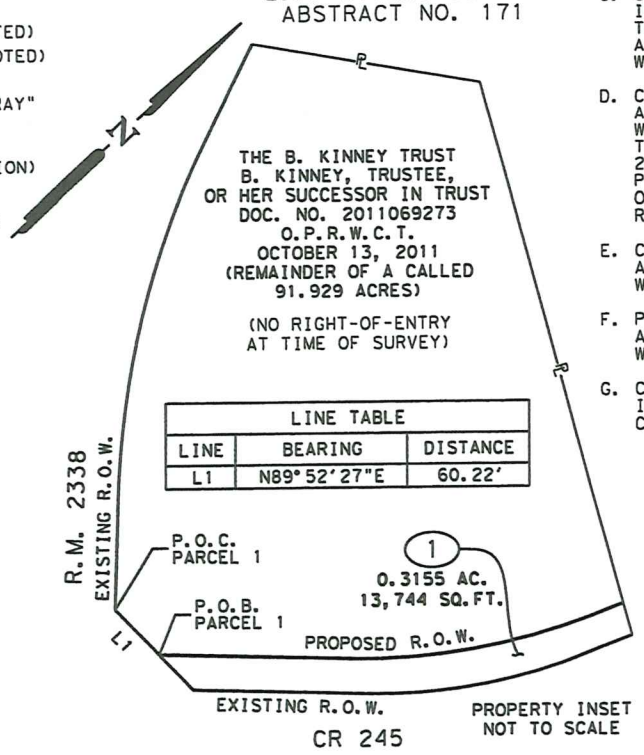
8/20/2021

Troy R. Thomas, Reg. Professional Land Surveyor No. 6130

LEGEND

●	FOUND IRON ROD (1/2" UNLESS NOTED)
⊙	FOUND IRON PIPE (1/2" UNLESS NOTED)
△	CALCULATED POINT, NOT SET
○	1/2" IRON ROD W/ "MCGRAY & MCGRAY" CAP SET (UNLESS NOTED)
(XXX)	RECORD INFORMATION
—P—	PROPERTY LINE (OWNERSHIP DIVISION)
—S—	APPROXIMATE SURVEY LINE
	DEED LINE (OWNERSHIP IN COMMON)
	DISTANCE NOT TO SCALE (N.T.S.)
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
R.O.W.	RIGHT-OF-WAY
N.T.S.	NOT TO SCALE
B.L.	BUILDING SETBACK LINE
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
(1)	PARCEL NUMBER FOR R.O.W. ACQUISITION

L.P. DYCHES SURVEY
ABSTRACT NO. 171



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N89°52'27"E	60.22'

C. CHISHOLM TRAIL WATER SUPPLY CORP. PIPELIINE AS DESCRIBED IN VOLUME 1107, PAGE 425, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS AND ASSIGNED TO CHISHOLM TRAIL SPECIAL UTILITY DISTRICT AS DESCRIBED IN VOLUME 2168, PAGE 44, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS - UNABLE TO PLOT

D. CHISHOLM TRAIL WATER SUPPLY CORPORATION WATER DISTRIBUTION LINE AS DESCRIBED IN VOLUME 1596, PAGE 458, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS AND BEING TRANSFERRED TO CHISHOLM TRAIL SPECIAL UTILITY DISTRICT BY INSTRUMENT RECORDED IN VOLUME 2168, PAGE 44, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS AND PARTIALLY RELEASED BY REPLACEMENT WATER LINE EASEMENT AND RIGHT OF WAY RECORDED IN DOCUMENT NO. 2012026880, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS - AS SHOWN

E. CHISHOLM TRAIL SPECIAL UTILITY DISTRICT RIGHT OF WAY EASEMENT AS DESCRIBED IN DOCUMENT NO. 199945396, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS - BLANKET EASEMENT, UNABLE TO PLOT

F. PEDERNALES ELECTRIC COOPERATIVE, INC. ELECTRIC DISTRIBUTION LINE AS DESCRIBED IN DOCUMENT NO. 2011074205, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS - BLANKET EASEMENT, UNABLE TO PLOT

G. CHISHOLM TRAIL SPECIAL UTILITY DISTRICT WATER LINE AS DESCRIBED IN DOCUMENT NO. 2012026880, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS - AS SHOWN

NOTES:

1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012. UNITS: U.S. SURVEY FEET.
2. ABSTRACTING AND FIELD SURVEYING WERE PERFORMED FROM MAY 2020 THROUGH AUGUST 2021.
3. THIS PARCEL PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

THE SURVEY SHOWN WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 2129064-KFO ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE MAY 3, 2021, ISSUED DATE MAY 14, 2021.

10. THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS:

A. STATE OF TEXAS RIGHT-OF-WAY AS DESCRIBED IN VOLUME 416, PAGE 60, DEED RECORDS, WILLIAMSON COUNTY, TEXAS - DOES NOT AFFECT

B. PEDERNALES ELECTRIC COOPERATIVE, INC. ELECTRIC AND/OR TELEPHONE TRANSMISSION OR DISTRIBUTION LINE OR SYSTEM AS DESCRIBED IN VOLUME 643, PAGE 222, DEED RECORDS, WILLIAMSON COUNTY, TEXAS - UNABLE TO PLOT

CONTINUED ABOVE

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

8/20/2021

TROY R. THOMAS, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6130 — DATE

STATE OF TEXAS
REGISTERED
TROY RYAN THOMAS
6130
PROFESSIONAL
LAND SURVEYOR

REVISIONS

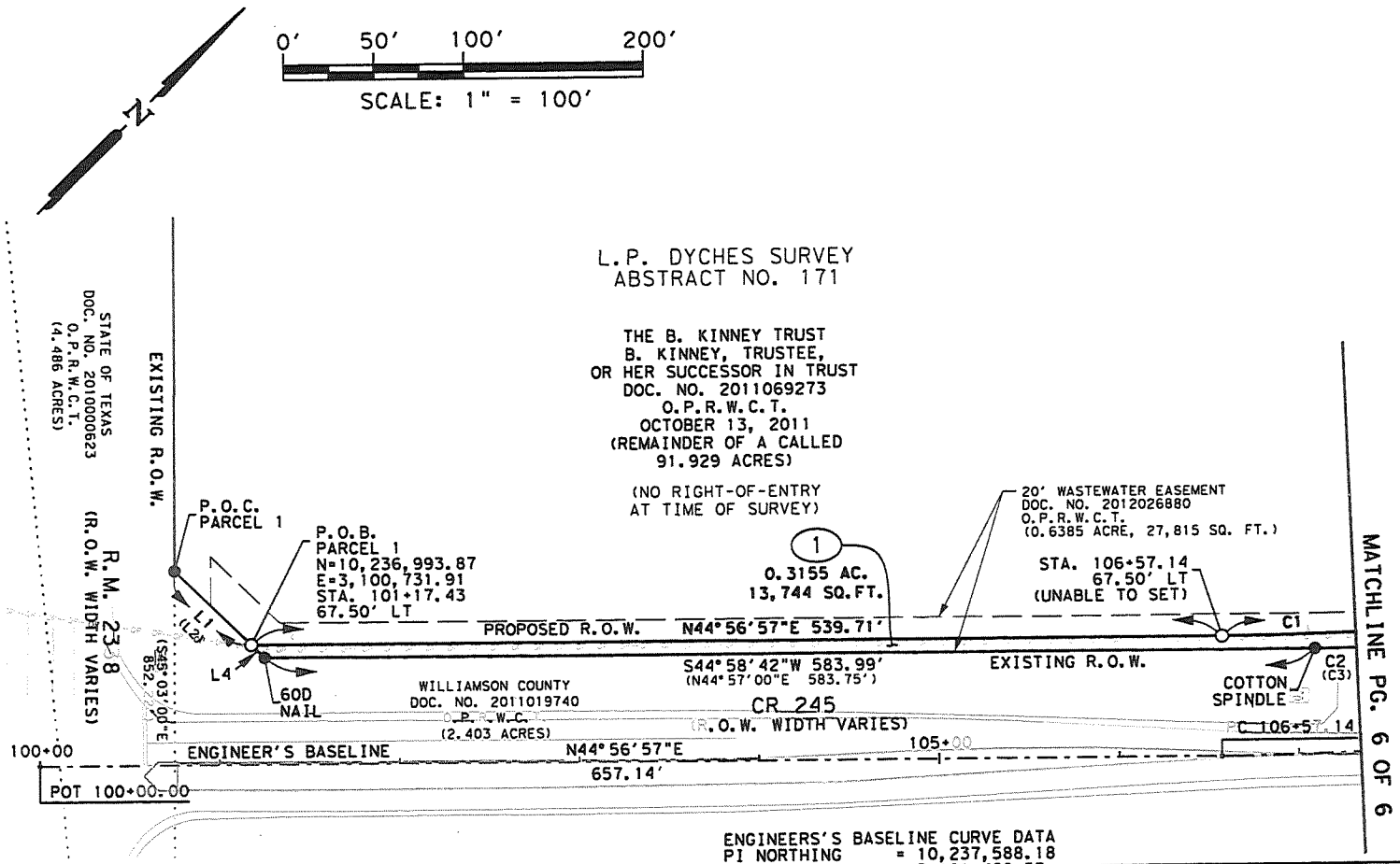
CALCULATED	ACQUISITION	REMAINING LT
42.992 AC. (1,872,732 SQ. FT.)	0.3155 AC. (13,744 SQ. FT.)	42.677 AC. (1,858,988 SQ. FT.)

McGRAY & McGRAY
LAND SURVEYORS, INC.
TBPELS SURVEY FIRM # 10095500
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591
www.mcgray.com

PARCEL PLAT SHOWING PROPOSED R.O.W. AT PARCEL 1

CR 245 - FROM R.M. 2338
TO RONALD REAGAN BLVD.
WILLIAMSON COUNTY, TEXAS

DATE: AUGUST 2021 | SCALE: N.T.S.



NOTES:

1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012. UNITS: U.S. SURVEY FEET.
2. ABSTRACTING AND FIELD SURVEYING WERE PERFORMED FROM MAY 2020 THROUGH AUGUST 2021.
3. THIS PARCEL PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N89°52'27"E	60.22'
(L2)	(N89°57'00"E)	(70.71')
L4	S89°52'27"W	10.37'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	697.67'	1,732.50'	23°04'22"LT	N33°24'46"E	692.96'
C2	554.52'	1,540.00'	20°37'51"RT	S34°37'31"W	551.53'
(C3)	(554.49')	(1,540.00')	(20°37'47")	(N34°38'00"E)	(551.50')

ENGINEERS'S BASELINE CURVE DATA

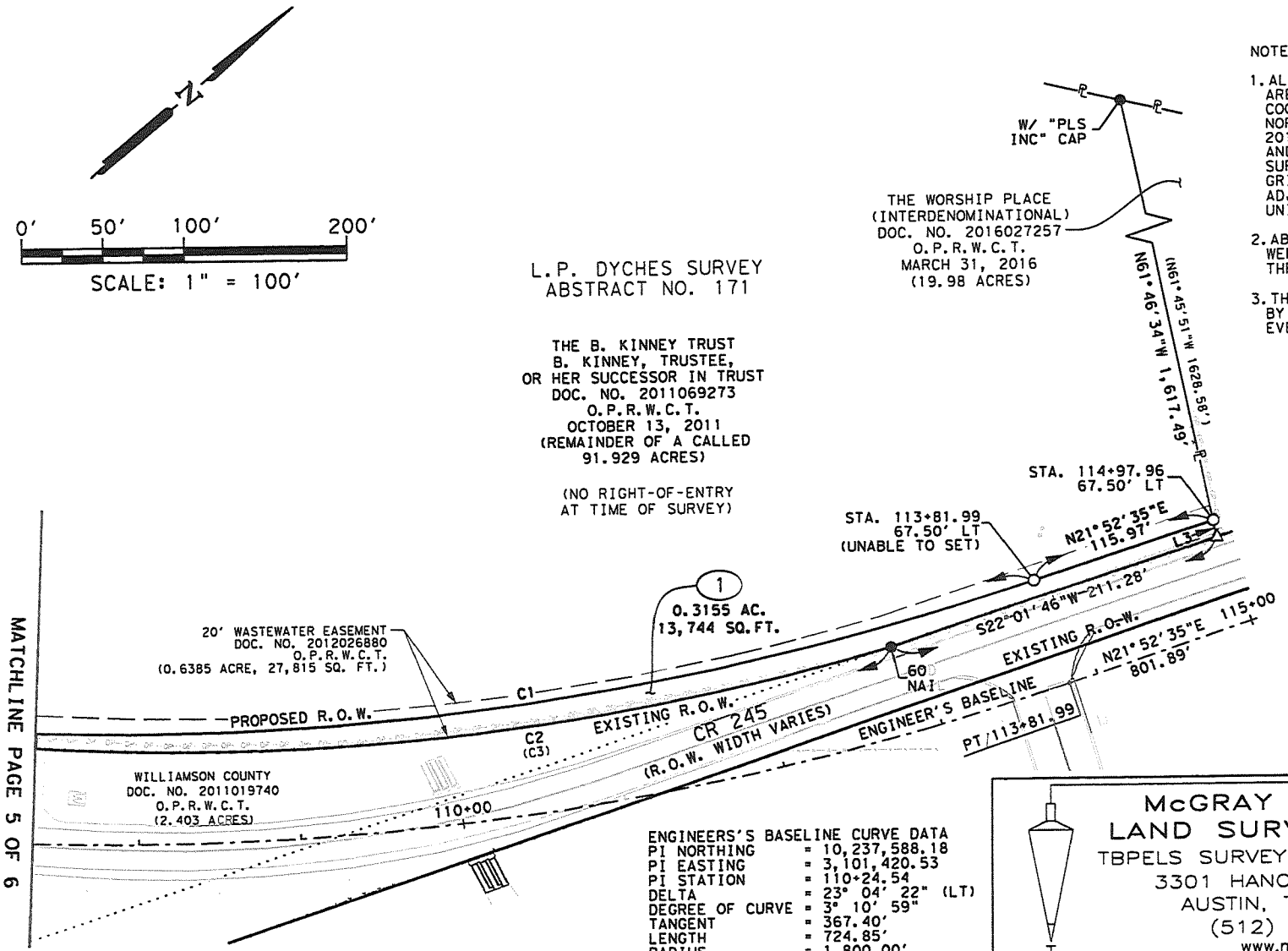
PI NORTHING	= 10,237,588.18
PI EASTING	= 3,101,420.53
PI STATION	= 110+24.54
DELTA	= 23° 04' 22" (LT)
DEGREE OF CURVE	= 3° 10' 59"
TANGENT	= 367.40'
LENGTH	= 724.85'
RADIUS	= 1,800.00'
CHORD BEARING	= N 33° 24' 46" E
CHORD	= 719.96'
PC STATION	= 106+57.14
PT STATION	= 113+81.99

McGRAY & McGRAY
LAND SURVEYORS, INC.
TBPELS SURVEY FIRM # 10095500
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591
www.mcgray.com

PARCEL PLAT SHOWING PROPOSED R.O.W. AT PARCEL 1

CR 245 - FROM R.M. 2338
TO RONALD REAGAN BLVD.
WILLIAMSON COUNTY, TEXAS

DATE: AUGUST 2021 | SCALE: 1"=100'



NOTES:

1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012. UNITS: U.S. SURVEY FEET.
2. ABSTRACTING AND FIELD SURVEYING WERE PERFORMED FROM MAY 2020 THROUGH AUGUST 2021.
3. THIS PARCEL PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

MATCHLINE PAGE 5 OF 6

LINE TABLE		
LINE	BEARING	DISTANCE
L3	S61°46'34"E	11.00'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	697.67'	1,732.50'	23°04'22"LT	N33°24'46"E	692.96'
C2	554.52'	1,540.00'	20°37'51"RT	S34°37'31"W	551.53'
(C3)	(554.49')	(1,540.00')	(20°37'47")	(N34°38'00"E)	(551.50')

ENGINEERS'S BASELINE CURVE DATA

PI NORTHING	= 10,237,588.18
PI EASTING	= 3,101,420.53
PI STATION	= 110+24.54
DELTA	= 23° 04' 22" (LT)
DEGREE OF CURVE	= 3° 10' 59"
TANGENT	= 367.40'
LENGTH	= 724.85'
RADIUS	= 1,800.00'
CHORD BEARING	= N 33° 24' 46" E
CHORD	= 719.96'
PC STATION	= 106+57.14
PT STATION	= 113+81.99

McGRAY & McGRAY
LAND SURVEYORS, INC.
TBPELS SURVEY FIRM # 10095500
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591
www.mcgray.com

PARCEL PLAT SHOWING PROPOSED R.O.W. AT PARCEL 1

CR 245 - FROM R.M. 2338
TO RONALD REAGAN BLVD.
WILLIAMSON COUNTY, TEXAS

DATE: AUGUST 2021 | SCALE: 1"=100'

EXHIBIT "B"

Parcel 1

DEED
County Road 245 Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That **THE B. KINNEY TRUST**, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto **WILLIAMSON COUNTY, TEXAS**, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

> Being a 0.3155 acre (13,744 square foot) parcel of land out of the L.P. Dyches Survey, Abstract No. 171, in Williamson County, Texas; said parcel of land being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof. (**Parcel 1**)

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property described in said Exhibit "A" to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of CR 245.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2022.

[signature on following page]

GRANTOR:

THE B. KINNEY TRUST

By:_____

Name:_____

Its:_____

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____, 2022 by _____, in the capacity and for the purposes and consideration recited therein.

_____

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session **41.**

Meeting Date: 05/10/2022

CR 245 Parcel 2 contract

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on a real estate contract with The B. Kinney Trust for 0.1034 acres of ROW needed on County Road 245. (Parcel 2) Funding Source: Road Bonds P353

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Parcel 2 Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	05/05/2022 08:30 AM
Form Started By: Charlie Crossfield		Started On: 05/04/2022 03:38 PM
Final Approval Date: 05/05/2022		

REAL ESTATE CONTRACT
County Road 245 Right of Way—Parcel 2

THIS REAL ESTATE CONTRACT ("Contract") is made by **THE B. KINNEY TRUST** (referred to in this Contract as "Seller") and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract of land described as follows:

> Being a 0.1034 acre (4,503 square foot) parcel of land out of the L.P. Dyches Survey, Abstract No. 171, in Williamson County, Texas; said parcel of land being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof. (**Parcel 2**);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described in Exhibit "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property described in Exhibit "A", any improvements on the Property, and any damage to and or cost to cure the remaining property of Seller shall be the sum of SEVENTY-THREE THOUSAND SIX HUNDRED FORTY-EIGHT and 00/100 Dollars ($73,648.00).

Payment of Purchase Price

2.02. The Purchase Price and Additional Compensation shall be payable in cash or other good funds at the Closing.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser;

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

The Property herein is being conveyed to Purchaser under threat of condemnation.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Longhorn Title Company on or before May 31, 2022, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibit "A", free and clear of any and all monetary liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable;

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(2) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted;

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".

(d) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation, but shall otherwise remain the continuing obligation of Seller to satisfy. Agricultural roll-back taxes, if any, which directly result from completion of this transaction and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each party incurring same respectively.

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII
MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

8.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09. In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10. This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

Contingent Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time after June 30, 2022 to enter and possess the Property prior to Closing for the purpose of completing any and all necessary testing, utility relocation and construction activities associated with the proposed County Road 245 improvement construction project of Purchaser, and Seller agrees to make any gate access available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph. The parties further agree to continue to use diligence in assisting with any title curative measures or mortgage lien release required by the Contract to complete the Closing of the purchase transaction.

[signature page follows]

SELLER:

THE B. KINNEY TRUST

By: B. Kinney

Name: BERTHA KINNEY

Its: TRUSTEE

Date: 5/2/2022

Address: 7770 RR 2338

Georgetown, TX 78633

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Date: _____

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

EXHIBIT A

County: Williamson
Highway: County Road 245
Project Limits: From RM 2338 to Ronald Reagan Blvd.

August 20, 2021

PROPERTY DESCRIPTION FOR PARCEL 2

DESCRIPTION OF a 4,503 square foot (0.1034 of one acre) parcel of land out of the L.P Dyches Survey, Abstract No. 171, in Williamson County, Texas, and being out of the east remainder portion of a called 91.929 acre tract conveyed to The B. Kinney Trust, B. Kinney, Trustee, or her successor in trust, by Warranty Deed dated October 13, 2011, as recorded in Document No. 2011069273, Official Public Records, Williamson County, Texas (O.P.R.W.C.T.); said 4,503 square foot (0.1034 of one acre) parcel of land being more particularly described by metes and bounds as follows:

COMMENCING at a point at the southwest corner of said east remainder portion of 91.929 acre tract, being in the north line of a 4.486 acre tract conveyed to the State of Texas, as recorded in Document No. 2010000623, O.P.R.W.C.T., being in the existing north right-of-way line of RM 2338 (varying width), and being the southeast corner of a called 2.403 acre tract conveyed to Williamson County, as recorded in Document No. 2011019740, O.P.R.W.C.T., from which a 60d nail found bears N 00°00'47" E, a distance of 0.32 feet;

THENCE N 00°00'47" E, along the west line of said east remainder portion of 91.929 acre Kinney tract and the east line of said 2.403 acre Williamson County tract, being the existing west right-of-way line of County Road 245 (CR 245), a distance of 60.46 feet to a 1/2-inch iron rod with "McGray McGray" cap set in the proposed east right-of-way line of CR 245, for the **POINT OF BEGINNING**, being 67.50 feet right of Engineer's Baseline Station 101+17.53 and having Surface Coordinates of North=10,236,898.57, East=3,100,827.52;

1) **THENCE, N 00°00'47" E**, along the west line of said east remainder portion of 91.929 acre Kinney tract and the east line of said 2.403 acre Williamson County tract, being the existing east right-of-way line of CR 245, a distance of **10.31 feet** to a 60d nail found, being the most northerly southwest corner of said east remainder portion of 91.929 acre Kinney tract;

2) **THENCE, N 44°54'39" E**, along the west line of said east remainder portion of 91.929 acre Kinney tract and the east line of said 2.403 acre Williamson County tract, being the existing east right-of-way line of CR 245, a distance of **583.78 feet** to a 60d nail found at the beginning of a curve to the left;

EXHIBIT A

PROPERTY DESCRIPTION FOR PARCEL 2

3) **THENCE, 26.42 feet**, along the arc of said curve to the left, having a radius of **1,660.00 feet**, a delta angle of **00°54'43"**, with the west line of said east remainder portion of 91.929 acre Kinney tract and the east line of said 2.403 acre Williamson County tract, being the existing east right-of-way line of CR 245, a chord bearing **N 44°27'07" E**, a chord distance of **26.42 feet** to a point, being the north corner of said east remainder portion of 91.929 acre Kinney tract and being the northeast corner of said 2.403 acre Williamson County tract;

4) **THENCE, S 22°01'46" W**, along the east line of said east remainder portion of 91.929 acre Kinney tract and the existing west right-of-way line of old CR 245 (no record information found), a distance of **17.68 feet** to a 5-inch cedar tree found in the proposed east right-of-way line of CR 245, being 67.50 feet right of Engineer's Baseline Station 107+16.53, for a point of curvature to the right, from which an iron rod found at the southeast corner of said east remainder portion of 91.929 acre Kinney tract bears S 22°01'46" W, a distance of 212.41 feet to a 1/2-inch iron rod with "McGray McGray" cap set, S 19°00'21" W, a distance of 19.03 feet to a 60d nail found in an oak tree, and S 23°14'18" W, a distance of 414.25 feet;

5) **THENCE, 61.62 feet**, along the arc of said curve to the right, having a radius of **1,867.50 feet**, a delta angle of **01°53'26"**, over and across said east remainder portion of 91.929 acre Kinney tract, with the east proposed right-of-way line of CR 245, a chord bearing **S 44°00'14" W**, a chord distance of **61.62 feet** to a 1/2-inch iron rod with "McGray McGray" cap (unable to set), being 67.50 feet right of Engineer's Baseline Station 106+57.14;

6) **THENCE, S 44°56'57" W**, over and across said east remainder portion of 91.929 acre Kinney tract, with the east proposed right-of-way line of CR 245, a distance of **539.61 feet** to the **POINT OF BEGINNING** and containing 4,503 square feet (0.1034 of one acre) of land, more or less.

All bearings and coordinates shown are based on the Texas Coordinate System (TCS), Central Zone (4203), North American Datum 1983 (NAD 83) 2011 Adjustment, Epoch 2010.00. All distances and coordinates shown are surface and may be converted to grid by dividing by a surface adjustment factor of 1.00012. All measurements are in U.S. Survey Feet.

Right-of-entry was unable to be obtained at the time of survey. Monuments along the proposed right-of-way line were unable to be set, where noted.

EXHIBIT A

County: Williamson
Highway: County Road 245
Project Limits: From RM 2338 to Ronald Reagan Blvd.

August 20, 2021

PROPERTY DESCRIPTION FOR PARCEL 2

A parcel plat of even date was prepared in conjunction with this property description.

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

That I, Troy R. Thomas, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this the 20th day of August, 2021 A.D.

SURVEYED BY:

McGRAY & McGRAY LAND SURVEYORS, INC.
3301 Hancock Dr., Ste. 6 Austin, TX 78731 (512) 451-8591
TBPELS Survey Firm# 10095500

8/20/2021

Troy R. Thomas, Reg. Professional Land Surveyor No. 6130

2021/Descriptions/CR 245 Williamson County/Parcel 2

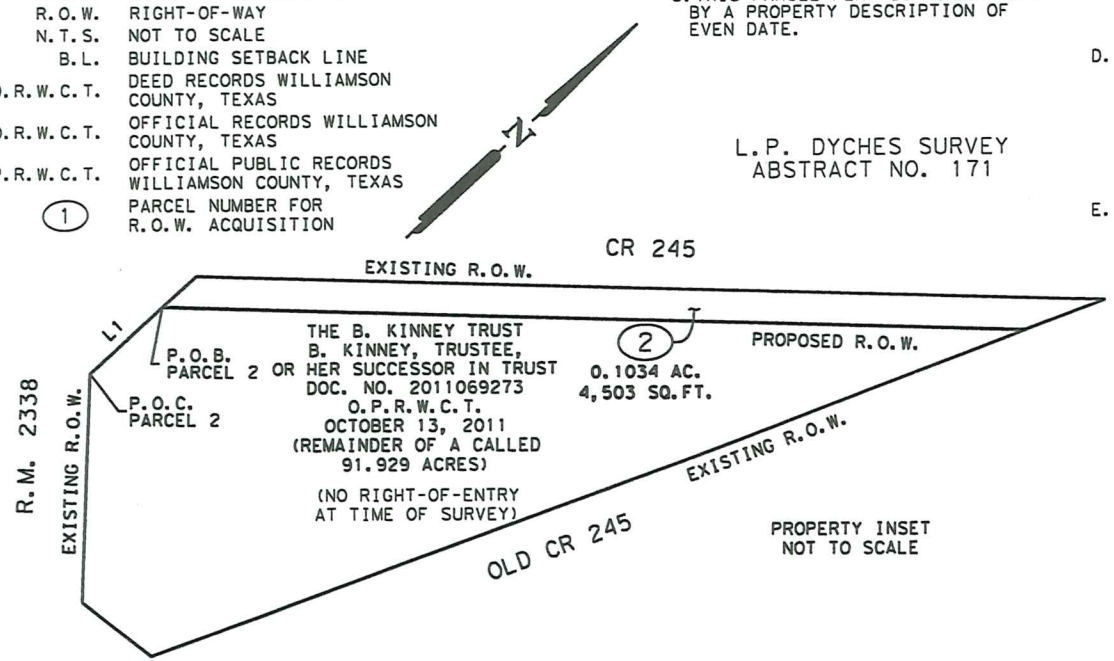
LEGEND

●	FOUND IRON ROD (1/2" UNLESS NOTED)
⊙	FOUND IRON PIPE (1/2" UNLESS NOTED)
△	CALCULATED POINT, NOT SET
○	1/2" IRON ROD W/ "MCGRAY & MCGRAY" CAP SET (UNLESS NOTED)
(XXX)	RECORD INFORMATION
—P—	PROPERTY LINE (OWNERSHIP DIVISION)
—S—	APPROXIMATE SURVEY LINE
	DEED LINE (OWNERSHIP IN COMMON)
	DISTANCE NOT TO SCALE (N.T.S.)
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
R.O.W.	RIGHT-OF-WAY
N.T.S.	NOT TO SCALE
B.L.	BUILDING SETBACK LINE
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
(1)	PARCEL NUMBER FOR R.O.W. ACQUISITION

NOTES:

1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012. UNITS: U.S. SURVEY FEET.
2. ABSTRACTING AND FIELD SURVEYING WERE PERFORMED FROM MAY 2020 THROUGH AUGUST 2021.
3. THIS PARCEL PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

L.P. DYCHES SURVEY
ABSTRACT NO. 171



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N00°00'47"E	60.46'

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

8/20/2021

TROY R. THOMAS, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6130 — DATE

STATE OF TEXAS
REGISTERED
TROY RYAN THOMAS
6130
PROFESSIONAL
LAND SURVEYOR

THE SURVEY SHOWN WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 2129072-KFO ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE MAY 3, 2021, ISSUED DATE MAY 14, 2021.

10. THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS:

A. STATE OF TEXAS RIGHT-OF-WAY AS DESCRIBED IN VOLUME 416, PAGE 60, DEED RECORDS, WILLIAMSON COUNTY, TEXAS - DOES NOT AFFECT

B. PEDERNALES ELECTRIC COOPERATIVE, INC. ELECTRIC AND/OR TELEPHONE TRANSMISSION OR DISTRIBUTION LINE OR SYSTEM AS DESCRIBED IN VOLUME 643, PAGE 222, DEED RECORDS, WILLIAMSON COUNTY, TEXAS - UNABLE TO PLOT

C. CHISHOLM TRAIL WATER SUPPLY CORP. PIPELIINE AS DESCRIBED IN VOLUME 1107, PAGE 425, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS AND ASSIGNED TO CHISHOLM TRAIL SPECIAL UTILITY DISTRICT AS DESCRIBED IN VOLUME 2168, PAGE 44, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS - UNABLE TO PLOT

D. CHISHOLM TRAIL WATER SUPPLY CORPORATION WATER DISTRIBUTION LINE AS DESCRIBED IN VOLUME 1596, PAGE 458, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS AND BEING TRANSFERRED TO CHISHOLM TRAIL SPECIAL UTILITY DISTRICT BY INSTRUMENT RECORDED IN VOLUME 2168, PAGE 44, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS AND PARTIALLY RELEASED BY REPLACEMENT WATER LINE EASEMENT AND RIGHT OF WAY RECORDED IN DOCUMENT NO. 2012026880, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS - DOES NOT AFFECT

E. CHISHOLM TRAIL SPECIAL UTILITY DISTRICT RIGHT OF WAY EASEMENT AS DESCRIBED IN DOCUMENT NO. 199945396, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS - BLANKET EASEMENT, UNABLE TO PLOT

REVISIONS

CALCULATED	ACQUISITION	REMAINING RT
2.03 AC. (88,427 SQ. FT.)	0.1034 AC. (4,503 SQ. FT.)	1.93 AC. (83,924 SQ. FT.)

McGRAY & McGRAY
LAND SURVEYORS, INC.
TBPELS SURVEY FIRM # 10095500
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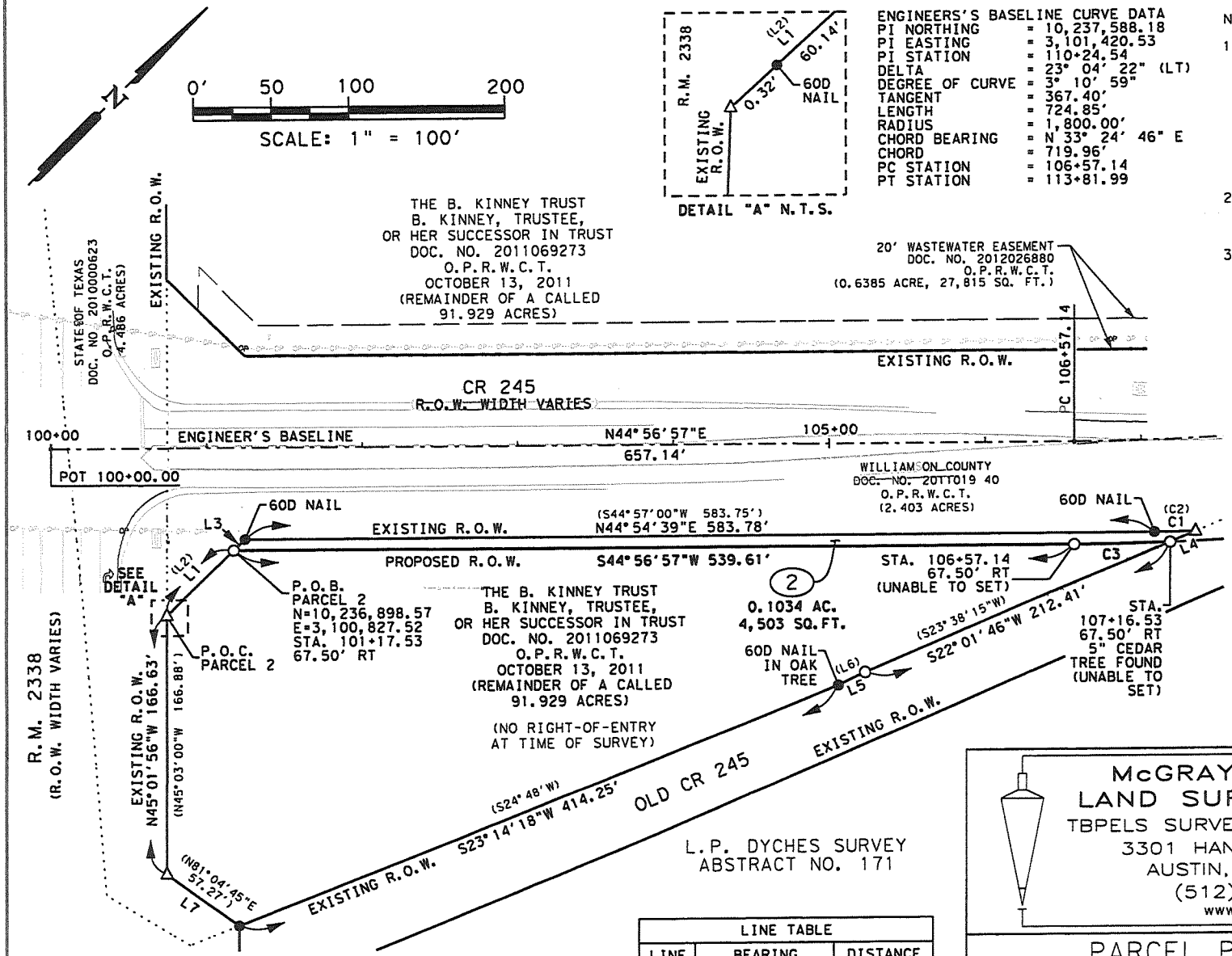
www.mcgray.com

PARCEL PLAT SHOWING PROPOSED R.O.W. AT PARCEL 2

CR 245 - FROM R.M. 2338 TO RONALD REAGAN BLVD.
WILLIAMSON COUNTY, TEXAS

DATE: AUGUST 2021 | SCALE: N.T.S.



ENGINEERS'S BASELINE CURVE DATA	
PI NORTHING	= 10,237,588.18
PI EASTING	= 3,101,420.53
PI STATION	= 110+24.54
DELTA	= 23° 04' 22" (LT)
DEGREE OF CURVE	= 3° 10' 59"
TANGENT	= 367.40'
LENGTH	= 724.85'
RADIUS	= 1,800.00'
CHORD BEARING	= N 33° 24' 46" E
CHORD	= 719.96'
PC STATION	= 106+57.14
PT STATION	= 113+81.99

NOTES:

1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012. UNITS: U.S. SURVEY FEET.
2. ABSTRACTING AND FIELD SURVEYING WERE PERFORMED FROM MAY 2020 THROUGH AUGUST 2021.
3. THIS PARCEL PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	26.42'	1,660.00'	00°54'43"LT	N44°27'07"E	26.42'
(C2)	(25.42')	(1,660.00')	(00°52'39")	(N44°30'30"E)	(25.42')
C3	61.62'	1,867.50'	01°53'26"RT	S44°00'14"W	61.62'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N00°00'47"E	60.46'
(L2)	(S00°03'00"E)	(70.71')
L3	N00°00'47"E	10.31'
L4	S22°01'46"W	17.68'
L5	S19°00'21"W	19.03'
(L6)	(S31°59'30"W)	(19.03')
L7	N81°05'49"E	57.52'

McGRAY & McGRAY
LAND SURVEYORS, INC.
TBPELS SURVEY FIRM # 10095500
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591
www.mcgray.com

PARCEL PLAT SHOWING PROPOSED R.O.W. AT PARCEL 2

CR 245 - FROM R.M. 2338
TO RONALD REAGAN BLVD.
WILLIAMSON COUNTY, TEXAS

DATE: AUGUST 2021 | SCALE: 1"=100'

EXHIBIT "B"

Parcel 2

DEED
County Road 245 Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That **THE B. KINNEY TRUST**, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto **WILLIAMSON COUNTY, TEXAS**, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

> Being a 0.1034 acre (4,503 square foot) parcel of land out of the L.P. Dyches Survey, Abstract No. 171, in Williamson County, Texas; said parcel of land being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof. (**Parcel 2**)

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property described in said Exhibit "A" to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of CR 245.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2022.

[signature on following page]

GRANTOR:

THE B. KINNEY TRUST

By:_____

Name:_____

Its:_____

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____, 2022 by _____, in the capacity and for the purposes and consideration recited therein.

_____

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session **42.**

Meeting Date: 05/10/2022

Rule 11 Agreement

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a rule 11 settlement agreement with Texas Crushed Stone Company for a 2.039 AC drainage easement needed on the CR 176 project. Funding Source: Road Bonds P241

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Rule 11 Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	05/05/2022 03:34 PM
Form Started By: Charlie Crossfield		Started On: 05/05/2022 03:12 PM
Final Approval Date: 05/05/2022		

SHUPE VENTURA, PLLC
5310 Harvest Hill Road, Suite 182
Dallas, TX 75230

May 4, 2022

R. Matthew Molash
817-405-9939
Matt.molash@svlandlaw.com

Via Email
Mylan W. Shaunfield
Sheets & Crossfield, P.L.L.C.
309 E Main St.
Round Rock, TX 78664

Re: Williamson County Municipal Utility District No. 25 and Williamson County, Texas v. Texas Crushed Stone Company, Cause No. 21-1736-CC3, County Court at Law No. 3, Williamson County, Texas ("Condemnation Proceeding")

Dear Mr. Shaunfield:

I represent Texas Crushed Stone Company ("TCS"), and you represent both Williamson County, Texas ("County") and Williamson County Municipal Utility District No. 25 ("WCMUD 25") in the Condemnation Proceeding. I write to confirm the terms of the proposed settlement agreement between TCS, County, and WCMUD 25.

1. Expressly subject to the conditions and terms stated below, TCS, County, and WCMUD 25 propose to settle the matters at issue in the Condemnation Proceeding by County and WCMUD 25 paying TCS the total sum of $153,879.00 in exchange for a Nonexclusive Surface Use Only Easement Agreement in the form attached as Exhibit 1.

2. No later than May 11, 2022, the County Commissioners Court, at a duly called and noticed meeting, will vote on whether to approve this Rule 11 settlement agreement. ("County Approval"). The County Approval, if given, shall be documented in the official meeting minutes for Williamson County, Texas.

3. No later than May 11, 2022, the Board of WCMUD No. 25, at a duly called and noticed meeting, will vote on whether to approve this Rule 11 settlement agreement. ("WCMUD 25 Approval"). The WCMUD 25 Approval, if given, shall be documented in the official meeting minutes for WCMUD 25.

4. If either the County Approval, the WCMUD 25 Approval, or both such approvals do not occur on or before May 11, 2022, then this Rule 11 agreement will be automatically null and void without further notice or action.

5. If both the County Approval and the WCMUD 25 Approval occur on or before May 11, 2022, then the following settlement terms will become effective as the date of the last to occur of the County Approval and the WCMUD Approval ("Effective Date"):

(a) No later than fourteen (14) calendar days from the Effective Date, TCS, the County, and WCMUD 25 will each execute and deliver to the other parties the Nonexclusive Surface Use Only Easement Agreement in the form attached as Exhibit 1.

(b) County and WCMUD 25 represent that the sum of ONE HUNDRED FIFTY-THREE THOUSAND EIGHT HUNDRED SEVENTY-NINE and No/100 Dollars ($153,879.00) ("Deposited Amount") has been deposited into the registry of the Court in the Condemnation Proceeding for the benefit of TCS. County and WCMUD agree that TCS has the right to withdraw the Deposited Amount from the registry of the Court free of any claims by County and WCMUD 25. TCS agrees to file, in the form attached as Exhibit 2, an agreed motion to withdraw the deposited funds from the registry of the Court no later than fourteen (14) calendar days after TCS receives a fully executed copy of the Nonexclusive Surface Use Only Easement Agreement in the form attached as Exhibit 1; County and WCMUD agree to TCS' motion to withdraw the Deposited Amount in the form attached as Exhibit 2.

(c) Within ten (10) calendar days of County and WCMUD 25 receiving notice, through their attorney, that TCS has received the Deposited Amount, County and WCMUD 25 will file a motion to dismiss the Condemnation Proceeding without prejudice using the form of Motion to Dismiss Without Prejudice attached as Exhibit 3 and the proposed Order of Dismissal Without Prejudice attached as Exhibit 4. TCS, County, and WCMUD 25 agree that each party in the Condemnation Proceeding shall bear its own attorneys' fees, expert fees, and costs in the Condemnation Proceeding.

(d) By this Rule 11 agreement, County and WCMUD 25 acknowledge, but disagree with, TCS' assertion that because this Rule 11 settlement agreement is a settlement of a statutory condemnation case, neither County nor WCMUD 25 have immunity from liability or immunity from suit with respect to a claim made and a lawsuit filed to enforce the terms of this Rule 11 settlement agreement. *See, e.g., Hughes v. Tom Green County*, 573 S.W.3d 212 (Tex. 2019); *Tex. A & M Univ.-Kingsville v. Lawson*, 87 S.W.3d 518 (Tex. 2002).

Please confirm the County's and WCMUD No. 25's agreement to the foregoing by signing in the space provided below and returning a signed copy to me for filing with the Court. Thank you.

Sincerely,

R Matthew Molash

R. Matthew Molash

AGREED:

Mylan Shaunfield
Attorney for Williamson County, Texas and
Williamson County Municipal Utility District No. 25

Bill Gravell Jr.
Williamson County Judge

EXHIBIT 1

NONEXCLUSIVE SURFACE USE ONLY
EASEMENT AGREEMENT
(2.039 Acres)

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THE STATE OF TEXAS §
§ **KNOW ALL BY THESE PRESENTS:**
COUNTY OF WILLIAMSON §

THAT **TEXAS CRUSHED STONE COMPANY** ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, in lieu of condemnation and subject to the exceptions and reservations in this Easement Agreement, has GRANTED, SOLD, AND CONVEYED and, by these presents, does GRANT, SELL, AND CONVEY unto **WILLIAMSON COUNTY, TEXAS and WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 25**, a political subdivision of the State of Texas, their permitted successors and assigns ("Grantees"), a permanent and perpetual non-exclusive surface use only easement for the following purpose only:

> periodically and temporarily increasing the surface water elevation on the surface of those certain tracts of land located in Williamson County, Texas, containing a total of 2.039 acres, as more particularly described in and shown on **Exhibit A** attached hereto and incorporated herein for all purposes (the "Easement Tracts") from Grantees' drainage of stormwater from Grantees' property onto the Easement Tracts.

Grantor expressly reserves the right to the use and enjoyment of the surface and subsurface of the Easement Tracts for any and all purposes, provided, however, that Grantor's use and enjoyment of the Easement Tracts shall not interfere with, obstruct, or restrict the full and complete use and enjoyment of the Easement Tracts by Grantees in accordance with the terms of, and solely for the purposes expressly set forth in, this Easement Agreement; notwithstanding the foregoing or anything to the contrary in this Easement Agreement or provided by law: (i) Grantees and Grantor agree that Grantor and Grantees shall have equal rights to use the surface of the Easement Tracts for stormwater drainage onto the surface of those tracts; and (ii) without limiting the foregoing, Grantees agrees that Grantor and its successors and assigns will have the right

to direct surface water from Grantor's property to, across, over, and on the Easement Tracts in connection with the current and future use and development of Grantor's property. Grantees further agree and represent that the acquisition of their rights under this Easement Agreement should not diminish the rights of Grantor to jointly use the Easement Tracts and should not result in any additional expenses related to the development of Grantor's adjacent properties. Grantor and Grantees further agree that this drainage easement is limited in scope and that Grantor was not compensated for anything other than the rights as specifically identified in this Easement document: (i) periodically and temporarily increasing, from Grantees' drainage of stormwater from Grantees' adjacent property, the surface water elevation on the surface of the Easement Tracts; and (ii) the related rights of ingress, egress, and regress, inspection, and removal of debris as specifically set forth below.

Grantor shall not, without the prior written consent of Grantee Williamson County, which consent will not be unreasonably withheld, delayed, or conditioned, (i) construct or place or allow to be constructed or placed, any fences, houses, buildings, structures, pavement, or other improvements or other obstructions, whether temporary or permanent, or plant or locate any trees, vegetation, or shrubs on the surface of the Easement Tracts; (ii) install or permit the installation of above-surface pipelines or other above-surface facilities on the surface of the Easement Tracts; or (iii) raise the grade of the Easement Tracts in any way that unreasonably interferes with the Grantees' use of the Easement Tracts for the purposes specifically permitted by this Easement Agreement. Any request for consent pursuant to this or any other paragraph, shall be sent by Grantor by certified mail to:

Williamson County, Texas
c/o County Engineer
710 Main Street, Suite 101
Georgetown, Texas 78626

Grantor reserves all water, oil, gas, rock, sand, gravel, and any other materials or minerals in, on, or under the Easement Tracts, and reserves the right to use the surface of the Easement Tracts for the purpose of exploring, developing, mining, or drilling for the same; provided, Grantor shall not unreasonably interfere with the Grantees' use of the Easement Tracts for the purposes specifically permitted by this Easement Agreement. Without limitation, Grantor shall have the right to excavate in and lower the grade of the Easement Tracts provided that such excavation or lowering of the grade does not unreasonably interfere with the Grantees' use of the Easement Tracts for the purposes specifically permitted by this Easement Agreement.

Grantees shall have no right to: (i) construct or place or allow to be constructed or placed, any fences, houses, buildings, structures, pavement, or other improvements or other obstructions, whether temporary or permanent, or plant or locate any trees, vegetation, or shrubs on the Easement Tracts; (ii) install or permit the installation of above-surface pipelines or other facilities within the Easement Tracts; or (iii) raise the grade of the Easement Tracts. Subject to and conditioned on ten (10) days advance written notice, Grantees shall have the right of ingress, egress, and regress across the surface of the Easement Tracts and the surface of any existing roads on Grantor's property adjacent to the Easement Tracts solely for the purposes of inspection of and removal of debris from the Easement Tracts necessary to prevent restrictions to the reasonable and adequate flow of stormwater across the surface of the Easement Tracts; the condition of ten days advance notice shall not apply if a public health and safety emergency requires immediate access to the Easement Tracts for the purposes permitted by this Easement Agreement, in which case Grantees will give Grantor such notice as is practicable in the circumstances.

Grantor's grants of rights to Grantee by this Easement Agreement is made without warranty except the special warranty of title contained in this Easement Agreement. This conveyance is further made subject to any and all restrictions, covenants, easements, rights-of-way, encumbrances, and mineral or royalty reservations or interests affecting the Easement Tracts and appearing of record in the Official Public Records of Williamson County, Texas, to the extent in effect and validly enforceable against the Easement Tracts (the "Permitted Encumbrances").

GRANTEES ARE TAKING THEIR RIGHTS TO USE THE EASEMENT TRACTS "AS IS, WHERE IS" AND WITHOUT ANY REPRESENTATIONS OR ANY EXPRESS OR IMPLIED WARRANTIES. GRANTOR DISCLAIMS ANY WARRANTIES (OTHER THAN THE SPECIAL WARRANTY OF TITLE CONTAINED IN THIS EASEMENT AGREEMENT) AND REPRESENTATIONS, EXPRESS OR IMPLIED, REGARDING THE SUITABILITY OF THE EASEMENT TRACTS FOR GRANTEES' USES. GRANTEES REPRESENT AND WARRANT TO GRANTOR THAT GRANTEES ARE RELYING SOLELY ON GRANTEES' OWN INDEPENDENT INSPECTIONS TO DETERMINE SUCH SUITABILITY.

Grantees may not assign, sell, or otherwise transfer any rights under this Easement Agreement, or any rights related to the Easement Tracts, to any nongovernmental party. Grantees may may not assign, sell, or otherwise transfer any rights under this Easement Agreement, or any rights related to the Easement Tracts, to any governmental party without Grantor's written consent, provided that Grantees may assign the Easement Agreement to the City of Georgetown, Texas or any other governmental entity with jurisdiction over the Easement Tracts and with eminent domain authority without Grantor's written consent but expressly conditioned on the City of Georgetown or such

other governmental entity accepting in writing the assignment of the Easement Agreement. Any attempted sale, assignment, or transfer by Grantees, or either of them, without Grantor's consent, when required, shall be void and of no force and effect.

The covenants and agreements contained herein shall run with the land and shall inure to the benefit of and shall be binding upon Grantor and Grantees and their respective permitted successors and permitted assigns except as otherwise provided in this Easement Agreement.

The individual signing this instrument on behalf of Grantor represents that he/she has the requisite authority to bind Grantor. The individuals signing this instrument on behalf of Grantees represent that he/she has the requisite authority to bind the Grantee for whom he/she is signing.

Neither party's failure to insist on strict performance of any part of this instrument shall be construed as a waiver of the performance in any other instance.

This instrument shall be interpreted and construed in accordance with the laws of the State of Texas and the laws of the United States of America, as applicable, without regard to conflict of laws and principles.

This instrument may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one instrument.

Except as provided above regarding Grantor's request for consent, any notice or other communication required by this Agreement to be given, provided, or delivered to a party shall be in writing addressed to the other party as set forth below. Notices shall only be considered "given" for purposes of this Agreement: (a) if by Certified Mail, five business days after deposited with the U.S. Postal Service, Certified Mail, Return Receipt Requested; or (b) if by private delivery service (e.g., FedEx or UPS), on the date delivered to the notice address as evidenced by a receipt signed by any person at the notice address.

Texas Crushed Stone Company:
Texas Crushed Stone Company
c/o W. B. Snead, President
P.O. Box 1000
Georgetown, TX 78627-1000

With a copy to:
Shupe Ventura, PLLC
Attn: Misty Ventura
9406 Biscayne Blvd.
Dallas, Texas 75218

Williamson County Municipal Utility District No. 25:

Williamson County Municipal Utility District No. 25
c/o Allen Boone
Humphries Robinson LLP
1108 Lavaca Street, Suite 510
Houston, Texas 78701.

Williamson County, Texas:

Williamson County, Texas
c/o County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

Each party has the right to change, from time to time, its notice addresses by giving at least ten (10) days written notice to the other party. If any time period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the period shall be extended to the first business day following such Saturday, Sunday or legal holiday.

Notwithstanding any other provision or term in this document Grantor and Grantees agree and stipulate that:

(a) Grantor would not enter into this Easement Agreement but for Grantees' intended use of their eminent domain powers to acquire the rights Grantees have acquired by this Easement Agreement, as further described in Cause No. 21-1736-CC3, Williamson County, Texas;

(b) Grantees are acquiring under the threat of condemnation the permanent right to periodically and temporarily increase the surface water elevation on the surface of the Easement Tracts from Grantees' drainage of stormwater from Grantees' property onto the Easement Tracts based upon Grantees' drainage studies that show that the only part of Grantor's property that will be affected by Grantees' drainage of stormwater is the surface of the Easement Tracts and that no drainage improvements are required on the Easement Tracts or Grantor's remainder property in order for Grantees' increased stormwater to flow onto and off of Grantor's remainder property in accordance with the Texas Water Code, common law, and all other applicable laws without any changes to Grantor's remainder property or any other action by Grantor;

(c) The Easement Tracts and Grantors' remaining property are subject to and shall not effect or diminish the vested rights, if any, as described in that certain agreement recorded in the real property records of Williamson County, Texas at document no.

2011022308, and this Easement Agreement is subject to that agreement.

(d) Nothing involving, relating to, or arising from Grantor entering into this Easement Agreement shall make Grantor responsible for the quality, quantity, velocity, or other characteristics of any water, contaminant, substance, or other matter directed to or discharged in, on, or across the Easement Tracts by Grantees, by Grantees' permitted successors or permitted assigns, or by any person or entity claiming rights by, through or from Grantees or either of them;

(e) Grantor disclaims responsibility to any person or entity for any claim or assertion by such person or entity that water directed to or discharged on, in, or across the Easement Tracts by Grantees or their permitted successors or assigns has caused such person or entity injury, damage or harm;

(f) Nothing involving, relating to, or arising from Grantor entering into this Easement Agreement shall make Grantor responsible for detaining water on Grantor's property that, but for Grantees' use of the Easement Tracts, would not need to be detained;

(g) There are no third-party beneficiaries of any type (incidental, donee, creditor, or otherwise) to Grantees' rights under this Easement Agreement other than Grantees' permitted assigns;

(h) To the extent any rights or benefits are implied by law to Grantees as an easement holder, Grantee waives such rights and benefits and agrees the terms of this Easement Agreement will solely govern the relationship between Grantor and Grantee as it relates to Grantees' rights; and

(i) Without limiting Grantor's right to use the Easement Tracts or Grantors' remainder land for any other purposes, Grantor shall have the right to use the Easement Tracts and the remainder of Grantor's lands for mining, dredging, or other production of rock, aggregate, sand, gravel, and any and all other substances, mineral, or materials so long as such activities do not unreasonably interfere with Grantees' rights to use the Easement Tracts as specifically provided in this Easement Agreement.

Subject to the reservations and other matters set forth in this Easement Agreement and the Permitted Encumbrances, Grantor does hereby bind itself and its successors and permitted assigns to WARRANT AND FOREVER DEFEND, all and singular, the rights to use the Easement Tracts specifically described in this Easement Agreement unto Grantees and their permitted successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise.

EXECUTED this_____day of_____, 2022.

GRANTOR:

TEXAS CRUSHED STONE COMPANY

By:_____

Name:_____

Its:_____

STATE OF TEXAS §
§
COUNTY OF_____ §

This instrument was acknowledged before me on the _____ day of _____, 2022, by _____, in the capacity and for the purposes and consideration recited herein.

(NOTARY SEAL)

_____

Notary Public, State of Texas

EXECUTED by Grantees on the date set forth in the acknowledgment below, but AGREED to, ACCEPTED, and EFFECTIVE as of the date executed by Grantor.

GRANTEE:

WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 25

By:_____
Name:_____
Title: _____

ATTEST:

By:_____
Name:_____
Title: _____

THE STATE OF TEXAS §
§
COUNTY OF_____ §

This instrument was acknowledged before me on the _____ day of _____, 2022, by _____, _____, and_____, _____of the Board of Directors of WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 25, a political subdivision of the State of Texas, on behalf of said political subdivision.

(NOTARY SEAL)

_____
Notary Public, State of Texas

AGREED TO AND ACCEPTED BY GRANTEE:

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell, Jr., County Judge

Acknowledgement

State of Texas

County of Williamson

This instrument was acknowledged before me on _____ day, _____, 2022, by Bill Gravell, Jr., Williamson County Judge, in the capacity and for the purposes and consideration recited herein.

_____
Notary Public's Signature

Attachment:

Exhibit A – Description and Sketch of the Easement Tract

After recording, please return to:

EXHIBIT A

FIELD NOTES DESCRIPTION

DESCRIPTION OF 2.039 ACRES OF LAND IN THE I. DONAGAN SURVEY, ABSTRACT NO. 178, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CERTAIN CALLED 190.40 ACRE TRACT DESCRIBED IN THE DEED TO TEXAS CRUSHED STONE COMPANY OF RECORD IN VOLUME 743, PAGE 47, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 2.039 ACRES OF LAND, AS SURVEYED BY LANDDEV CONSULTING, LLC, BEING COMPRISED OF TRACT 1 (1.317 ACRES), AND TRACT 2 (0.722 OF ONE ACRE), AND SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

TRACT 1: 1.317 ACRES

COMMENCING at a calculated point in the approximate centerline of the South Fork of the San Gabriel River, at the northwest corner of the said 190.40 acre tract, same being a re-entrant corner in the east line of a certain called 1,143.511 acre tract designed as Tract 1 and described in the deed to HM PARKSIDE, LP of record in Document No. 2018114043, Official Public Records of Williamson County, Texas, from which a ½-inch iron rod with a plastic cap stamped "1847" found at an angle point in the west line of the said 190.40 acre tract and the east line of the said 1,143.511 acre tract bears S 01°52'09" E, a distance of 1,026.81 feet;

THENCE S 01°52'09" E, with the west line of the said 190.40 acre tract and the east line of the said 1,143.511 acre tract, a distance of 626.15 feet to a calculated point for the northwest corner and **POINT OF BEGINNING** of the tract described herein; from which the said ½-inch iron rod with a plastic cap stamped "1847" found at an angle point in the west line of the said 190.40 acre tract and the east line of the said 1,143.511 acre tract bears S 01°52'09" E, a distance of 400.66 feet;

THENCE leaving the east line of the said 1,143.511 acre tract, crossing the said 190.40 acre tract, with the north, east, and south lines of the tract described herein, the following twenty (20) courses and distances:

1. S 82°41'00" E, a distance of 63.31 feet to a calculated angle point,
2. S 71°25'17" E, a distance of 95.54 feet to a calculated angle point,
3. S 68°01'05" E, a distance of 31.78 feet to a calculated angle point,
4. S 57°18'45" E, a distance of 70.37 feet to a calculated angle point,
5. S 62°49'34" E, a distance of 79.52 feet to a calculated angle point,
6. N 85°29'50" E, a distance of 53.00 feet to a calculated angle point,
7. N 87°54'09" E, a distance of 106.48 feet to a calculated angle point,
8. S 82°38'29" E, a distance of 34.15 feet to a calculated point for the east corner of the tract described herein,
9. S 73°20'38" W, a distance of 12.09 feet to a calculated angle point,
10. S 68°11'32" W, a distance of 40.92 feet to a calculated angle point,
11. S 60°32'55" W, a distance of 29.38 feet to a calculated angle point,
12. S 75°58'35" W, a distance of 68.77 feet to a calculated angle point,
13. S 66°03'16" W, a distance of 43.80 feet to a calculated angle point,
14. N 86°02'55" W, a distance of 32.31 feet to a calculated angle point,
15. S 72°35'52" W, a distance of 59.44 feet to a calculated angle point,
16. S 80°13'55" W, a distance of 65.46 feet to a calculated angle point;
17. S 80°16'00" W, a distance of 39.46 feet to a calculated angle point,
18. S 58°27'42" W, a distance of 16.99 feet to a calculated angle point,

19. N 81°01'52" W, a distance of 64.16 feet to a calculated angle point, and

20. N 77°31'56" W, a distance of 48.06 feet to a calculated point in the west line of the said 190.40 acre tract and the east line of the said 1,143.511 acre tract, for the southwest corner of the tract described herein, from which the said ½-inch iron rod with a plastic cap stamped "1847" found at an angle point in the west line of the said 190.40 acre tract and the east line of the said 1,143.511 acre tract bears S 01°52'09" E, a distance of 190.12 feet;

THENCE N 01°52'09" W, with the west line of the said 190.40 acre tract and the east line of the said 1,143.511 acre tract, with the west line of the tract described herein, a distance of 210.54 feet to the **POINT OF BEGINNING** and containing 1.317 acres of land, more or less.

TRACT 2: 0.722 OF ONE ACRE

COMMENCING at a calculated point in the approximate centerline of the South Fork of the San Gabriel River, at the northwest corner of the said 190.40 acre tract, same being a re-entrant corner in the east line of a certain called 1,143.511 acre tract designed as Tract 1 and described in the deed to HM PARKSIDE, LP of record in Document No. 2018114043, Official Public Records of Williamson County, Texas;

THENCE, with the west line of the said 190.40 acre tract and the east line of the said 1,143.511 acre tract, the following three (3) courses and distances:

1. S 01°52'09" E, a distance of 1,026.81 feet to a ½-inch iron rod with a plastic cap stamped "1847" found at an angle point,

2. S 01°10'35" E, a distance of 167.79 feet to a calculated point for an angle point, from which a 3/8-inch iron rod found bears S 01°12'20" E, a distance of 2.69 feet, and

3. S 00°03'58" W, a distance of 22.59 feet to a calculated point for the northwest corner and **POINT OF BEGINNING** of the tract described herein;

THENCE leaving the east line of the said 1,143.511 acre tract, crossing the said 190.40 acre tract, with the north, east, and south lines of the tract described herein, the following twenty-eight (28) courses and distances:

1. S 85°07'30" E, a distance of 38.55 feet to a calculated angle point,

2. S 78°30'02" E, a distance of 61.29 feet to a calculated angle point,

3. N 86°25'44" E, a distance of 53.48 feet to a calculated angle point,

4. S 79°41'37" E, a distance of 37.29 feet to a calculated angle point,

5. S 58°01'07" E, a distance of 31.46 feet to a calculated angle point,

6. N 69°55'06" E, a distance of 48.53 feet to a calculated angle point,

7. N 52°23'39" E, a distance of 67.37 feet to a calculated angle point,

8. N 47°28'19" E, a distance of 55.87 feet to a calculated angle point,

9. N 51°10'01" E, a distance of 51.39 feet to a calculated angle point,

10. S 78°41'26" E, a distance of 28.34 feet to a calculated angle point,

11. N 36°22'37" E, a distance of 23.56 feet to a calculated angle point,

12. N 79°50'51" E, a distance of 41.55 feet to a calculated angle point,

13. N 72°31'07" E, a distance of 30.57 feet to a calculated angle point,

14. N 66°48'36" E, a distance of 32.44 feet to a calculated angle point,

15. N 86°22'18" E, a distance of 25.95 feet to a calculated angle point,

16. N 77°23'53" E, a distance of 22.52 feet to a calculated angle point,
17. N 65°25'35" E, a distance of 46.48 feet to a calculated angle point,
18. N 60°45'55" E, a distance of 46.96 feet to a calculated angle point,
19. N 57°40'56" E, a distance of 26.60 feet to a calculated angle point,
20. N 81°52'31" E, a distance of 4.85 feet to a calculated angle point,
21. S 04°20'45" W, a distance of 12.34 feet to a calculated angle point,
22. S 58°43'52" W, a distance of 95.37 feet to a calculated angle point,
23. S 74°34'29" W, a distance of 49.46 feet to a calculated angle point,
24. S 61°41'30" W, a distance of 156.24 feet to a calculated angle point,
25. S 66°14'13" W, a distance of 68.73 feet to a calculated angle point,
26. S 43°49'19" W, a distance of 83.44 feet to a calculated angle point,
27. S 58°34'41" W, a distance of 97.35 feet to a calculated angle point, and
28. N 84°48'12" W, a distance of 224.98 feet to a calculated point in the west line of the said 190.40 acre tract and the east line of the said 1,143.511 acre tract, for the southwest corner of the tract described herein, from which a ½-inch iron pipe found at an angle point in the west line of the said 190.40 acre tract and the east line of the said 1,143.511 acre tract bears S 00°03'58" W, a distance of 250.49 feet;

THENCE N 00°03'58" E, with the west line of the said 190.40 acre tract and the east line of the said 1,143.511 acre tract, with the west line of the tract described herein, a distance of 68.65 feet to the **POINT OF BEGINNING** and containing 0.722 of one acre of land, more or less.

FOR A TOTAL AREA OF 2.039 ACRES, BEING ALL OF TRACT 1 (1.317 ACRES) AND ALL OF TRACT 2 (0.722 OF ONE ACRE).

Bearing Basis: Texas Coordinate System, Central Zone, NAD83, Grid.

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

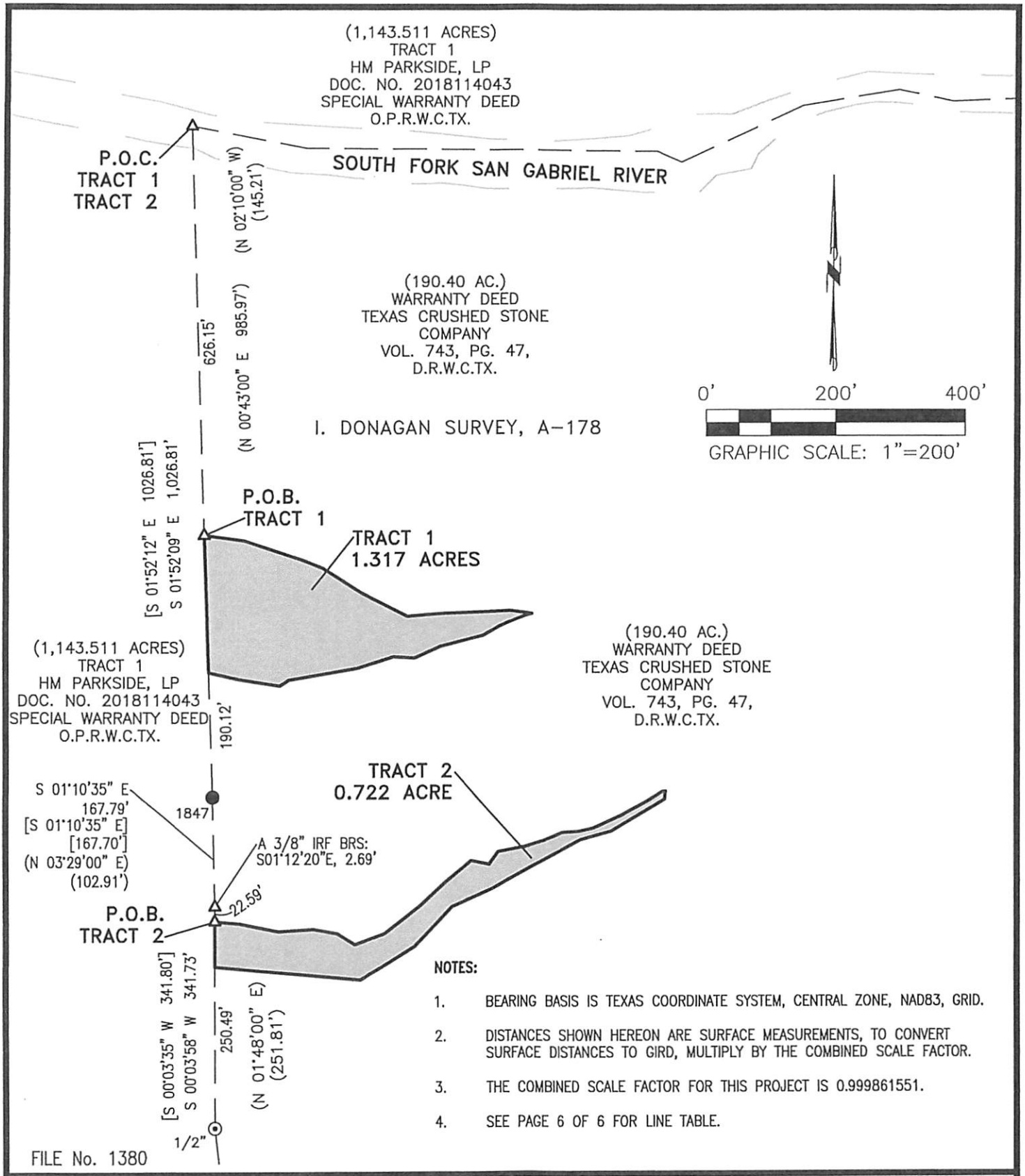
COUNTY OF TRAVIS

That I, Ernesto Navarrete, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the parcel of land described herein is based upon a survey performed upon the ground under my direct supervision during the month of March, 2021.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this 03rd day of May 2021 A.D.

LANDDEV CONSULTING, LLC
5508 Highway 290 West, Suite 150
Austin, Texas 78735

Ernesto Navarrete
Registered Professional Land Surveyor
No. 6642 – State of Texas



FILE No. 1380

NOTES:

1. BEARING BASIS IS TEXAS COORDINATE SYSTEM, CENTRAL ZONE, NAD83, GRID.
2. DISTANCES SHOWN HEREON ARE SURFACE MEASUREMENTS, TO CONVERT SURFACE DISTANCES TO GIRD, MULTIPLY BY THE COMBINED SCALE FACTOR.
3. THE COMBINED SCALE FACTOR FOR THIS PROJECT IS 0.999861551.
4. SEE PAGE 6 OF 6 FOR LINE TABLE.

LAND DEV
CONSULTING, LLC
5508 HIGHWAY 290 WEST, SUITE 150
AUSTIN, TX · 78735
OFFICE: 512.872.6696
TBPLS FIRM NO. 10194101

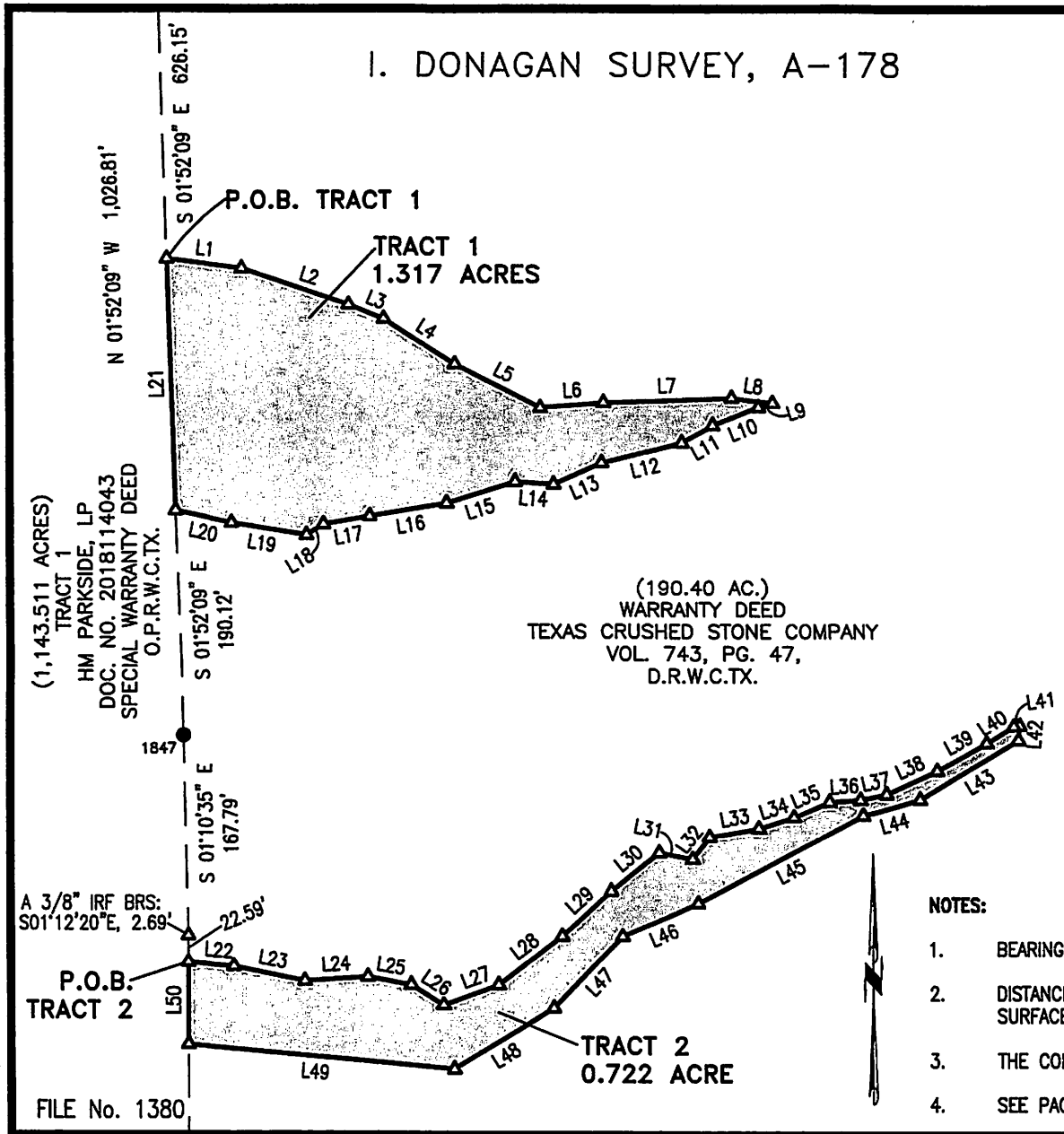
SURVEY SKETCH to Accompany Description:

TRACT 1 – 1.317 ACRES
TRACT 2 – 0.722 ACRE
I. DONAGAN SURVEY, ABSTRACT No. 178
WILLIAMSON COUNTY, TEXAS

Rule 11 Agreement 0016

L:\Projects\1380 Parkside on the River\600 Survey\607 CADD\Section 1B\Field Notes\Crushed Stone DE #2.dwg
PLOT DATE: May 02,2021 11:00am

I. DONAGAN SURVEY, A-178



LEGEND

● 1847	1/2" IRON ROD W/PLASTIC CAP STAMPED "RPLS 1847" FOUND
⊙ 1/2"	1/2" IRON PIPE FOUND
△	CALCULATED POINT
( )	RECORD INFORMATION (PER VOL.743, PG.47, D.R.W.C.TX.)
[ ]	ADJOINER INFORMATION
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
D.R.W.C.TX.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.TX.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS

NOTES:

1. BEARING BASIS IS TEXAS COORDINATE SYSTEM, CENTRAL ZONE, NAD83, GRID.
2. DISTANCES SHOWN HEREON ARE SURFACE MEASUREMENTS, TO CONVERT SURFACE DISTANCES TO GIRD, MULTIPLY BY THE COMBINED SCALE FACTOR.
3. THE COMBINED SCALE FACTOR FOR THIS PROJECT IS 0.999861551.
4. SEE PAGE 6 OF 6 FOR LINE TABLE.

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SURVEY SKETCH to Accompany Description:

TRACT 1 – 1.317 ACRES
TRACT 2 – 0.722 ACRE
I. DONAGAN SURVEY, ABSTRACT No. 178
WILLIAMSON COUNTY, TEXAS

0' 140' 280'
GRAPHIC SCALE: 1" = 140'

Rule 11 Agreement 0017

L:\Projects\1380 Parkside on the River\600 Survey\607 CADD\Section 1B\Field Notes\Crushed Stone DE #2.dwg
PLOT DATE: May 02,2021 11:00am

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S 82°41'00" E	63.31'
L2	S 71°25'17" E	95.54'
L3	S 68°01'05" E	31.78'
L4	S 57°18'45" E	70.37'
L5	S 62°49'34" E	79.52'
L6	N 85°29'50" E	53.00'
L7	N 87°54'09" E	106.48'
L8	S 82°38'29" E	34.15'
L9	S 73°20'38" W	12.09'
L10	S 68°11'32" W	40.92'
L11	S 60°32'55" W	29.38'
L12	S 75°58'35" W	68.77'
L13	S 66°03'16" W	43.80'
L14	N 86°02'55" W	32.31'
L15	S 72°35'52" W	59.44'
L16	S 80°13'55" W	65.46'
L17	S 80°16'00" W	39.46'
L18	S 58°27'42" W	16.99'
L19	N 81°01'52" W	64.16'
L20	N 77°31'56" W	48.06'
L21	N 01°52'09" W	210.54'
L22	S 85°07'30" E	38.55'
L23	S 78°30'02" E	61.29'
L24	N 86°25'44" E	53.48'
L25	S 79°41'37" E	37.29'

LINE TABLE		
LINE #	BEARING	DISTANCE
L26	S 58°01'07" E	31.46'
L27	N 69°55'06" E	48.53'
L28	N 52°23'39" E	67.37'
L29	N 47°28'19" E	55.87'
L30	N 51°10'01" E	51.39'
L31	S 78°41'26" E	28.34'
L32	N 36°22'37" E	23.56'
L33	N 79°50'51" E	41.55'
L34	N 72°31'07" E	30.57'
L35	N 66°48'36" E	32.44'
L36	N 86°22'18" E	25.95'
L37	N 77°23'53" E	22.52'
L38	N 65°25'35" E	46.48'
L39	N 60°45'55" E	46.96'
L40	N 57°40'56" E	26.60'
L41	N 81°52'31" E	4.85'
L42	S 04°20'45" W	12.34'
L43	S 58°43'52" W	95.37'
L44	S 74°34'29" W	49.46'
L45	S 61°41'30" W	156.24'
L46	S 66°14'13" W	68.73'
L47	S 43°49'19" W	83.44'
L48	S 58°34'41" W	97.35'
L49	N 84°48'12" W	224.98'
L50	N 00°03'58" E	68.65'

FILE No. 1380

LAND DEV
CONSULTING, LLC
5508 HIGHWAY 290 WEST, SUITE 150
AUSTIN, TX · 78735
OFFICE: 512.872.6696
TBPLS FIRM NO. 10194101

SURVEY SKETCH to Accompany Description:

TRACT 1 – 1.317 ACRES
TRACT 2 – 0.722 ACRE
I. DONAGAN SURVEY, ABSTRACT No. 178
WILLIAMSON COUNTY, TEXAS
Rule 11 Agreement 0018

L:\Projects\1380 Parkside on the River\600 Survey\607 CADD\Section 18\Field Notes\Crushed Stone DE #2.dwg
PLOT DATE: May 02,2021 11:00am

EXHIBIT 2

CAUSE NO. 21-1736-CC3

WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 25 and WILLIAMSON COUNTY, TEXAS	§	**IN THE COUNTY COURT**
Condemnor	§	
	§	**AT LAW NO. THREE**
v.	§	
TEXAS CRUSHED STONE COMPANY	§	
Condemnee	§	**WILLIAMSON COUNTY, TEXAS**

AGREED MOTION TO WITHDRAW DEPOSITED FUNDS

Defendant/Condemnee Texas Crushed Stone Company ("Property Owner") files its Agreed Motion To Withdraw Deposited Funds and shows as follows:

1. This is a condemnation proceeding filed by Williamson County, Texas ("County") and Williamson County Municipal Utility District No. 25 ("WCMUD 25").

2. On December 14, 2021, the Special Commissioners appointed by the Court held a hearing after which the Special Commissioners entered an award of $153,879.00, a copy of which Award is on file with the Court. On December 21, 2021, Williamson County deposited with the Clerk of the Court the amount of the Special Commissioners' Award, $153,879.00.

3. On December 30, 2021, Property Owner filed Objections to the Award of Special Commissioners.

4. The parties have settled this action as reflected in a Rule 11 agreement on file with the Court. Pursuant to that settlement, the parties have agreed that Property Owner is entitled to, and shall, withdraw the $153,879.00 from the registry of the Court.

4. Pursuant to Property Code Section 21.021, attached as Exhibit A is a tax certificate showing that there are no delinquent taxes, penalties, interest, or costs owing on the condemned property or on any larger tract of which the condemned property forms a part.

5. As reflected in the parties' Rule 11 Agreement, County and WCMUD No. 25 agree to this Motion.

WHEREFORE, PREMISES CONSIDERED, Property Owner prays that the Court enter an Order:

1. Providing that Property Owner may withdraw from the Registry of the Court the sum of $153,879.00;

2. Directing the County Clerk to draw a check or other negotiable instrument in the amount of $153,879.00, less any administrative fees charged by the Clerk and plus any accrued interest on the deposited funds, payable to Texas Crushed Stone Company and to deliver such instrument to Texas Crushed Stone Company by mailing such check to Texas Crushed Stone Company, c/o W. B. Snead, President, P.O. Box 1000, Georgetown, TX 78627-1000; and

3. For such other and further orders as may be necessary in connection with this Motion and the withdrawal of the funds from the registry of the Court.

/s/ R. Matthew Molash
R. Matthew Molash
State Bar No. 14255300
of Shupe Ventura, PLLC
5310 Harvest Hill Road, Suite 182
Dallas, Texas 75230
817-405-9939
800-519-3768 (fax)
matt.molash@svlandlaw.com
ATTORNEY FOR TEXAS CRUSHED STONE COMPANY

CERTIFICATE OF SERVICE

I hereby certify that on _____ ___, 2022, a true and correct copy of the foregoing pleading was served via eservice on counsel for Condemnors.

/s/ R. Matthew Molash
R. Matthew Molash

EXHIBIT 3

CAUSE NO. 21-1736-CC3

WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 25 and WILLIAMSON COUNTY, TEXAS	§	**IN THE COUNTY COURT**
Condemnor	§	
	§	**AT LAW NO. THREE**
v.	§	
	§	
TEXAS CRUSHED STONE COMPANY	§	
Condemnee	§	**WILLIAMSON COUNTY, TEXAS**

MOTION TO DISMISS WITHOUT PREJUDICE

Williamson County, Texas and Williamson County Municipal Utility District No. 25 ("Movants"), file their Motion to Dismiss Without Prejudice and show as follows:

1. In accordance with the parties' Rule 11 settlement agreement effective as of May __, 2022, Movants request that this case be dismissed without prejudice.

2. Pursuant to the Rule 11 settlement agreement, each party to this action shall bear its own attorneys' fees, expert fees, and costs in this action.

Respectfully submitted,

Mylan W. Shaunfield
State Bar No. 24090680
SHEETS & CROSSFIELD, P.L.L.C.
309 East Main Street
Round Rock, Texas 78664
512/255-8877
512/255-8986 (fax)
Mylan@scrrlaw.com
Attorneys for Williamson County, Texas and Williamson County Municipal Utility District No. 25

CERTIFICATE OF SERVICE

I hereby certify that on _____ __, 2022, a true and correct copy of the foregoing pleading was served via eservice on counsel for Texas Crushed Stone Company.

Mylan W. Shaunfield

EXHIBIT 4

CAUSE NO. 21-1736-CC3

WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 25 and WILLIAMSON COUNTY, TEXAS	§	**IN THE COUNTY COURT**
Condemnor	§	
	§	**AT LAW NO. THREE**
v.	§	
	§	
TEXAS CRUSHED STONE COMPANY	§	
Condemnee	§	**WILLIAMSON COUNTY, TEXAS**

ORDER OF DISMISSAL WITHOUT PREJUDICE

On this day the Court took notice of Condemnors' Motion to Dismiss Without Prejudice and finds that the Motion should be granted. It is, therefore,

ORDERED that Condemnors' claims in this action and this case are dismissed without prejudice to the refling of same. Pursuant to the parties' Rule 11 agreement, each party to this action shall bear its own attorneys' fees, expert fees, and costs in this action.

SIGNED this ___ day of _____, 2022.

_____
JUDGE PRESIDING

Commissioners Court - Regular Session **43.**

Meeting Date: 05/10/2022

CR 401 TxDot Resolution

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Resolution with TxDoT for a locally funded Improvement Project (on-system) which will allow for construction of intersection improvements on US 79 at CR 401 which include the construction of a crossover and traffic signal in Williamson County, Texas. Funding Source: Road Bonds P390c

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	05/05/2022 08:31 AM
Form Started By: Charlie Crossfield		Started On: 05/04/2022 03:41 PM
Final Approval Date: 05/05/2022		

STATE OF TEXAS	*****	***THE COMMISSIONERS C O U R T OF***
COUNTY OF WILLIAMSON	*****	***WILLIAMSON COUNTY, TEXAS***

KNOW ALL MEN BY THESE PRESENT that on this, the 10th day of May 2022, the Commissioners Court of Williamson County, Texas, met in duly called session at the Courthouse in Georgetown, Texas and at said meeting, among other business, the Court considered the following.

RESOLUTION:

WHEREAS An Agreement with TXDOT for a Locally Funded Road Improvement Project On-System, which will allow for construction of intersection improvements on US 79 at CR 401 which include the construction of a crossover and traffic signal in Williamson County, Texas.

Now therefore, the Williamson County Commissioners Court does hereby enter into this agreement with the Texas Department of Transportation.

RESOLVED this___day of_____, 2022.

_____
Bill Gravell Jr., County Judge

Attest:

_____
Nancy E. Rister, County Clerk

Commissioners Court - Regular Session **44.**

Meeting Date: 05/10/2022

CR 401 LOSA

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an Agreement with TxDoT for a locally funded Improvement Project (on-system) which will allow for construction of intersection improvements on US 79 at CR 401 which include the construction of a crossover and traffic signal in Williamson County, Texas. Funding Source: Road Bonds P390C

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

LOSA

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	05/05/2022 08:31 AM
Form Started By: Charlie Crossfield		Started On: 05/04/2022 03:48 PM
Final Approval Date: 05/05/2022		

CSJ #	**0204-03-044**
District #	**14**
Code Chart 64 #	**50246**
Project Name	**US 79 at CR 401**

STATE OF TEXAS §

COUNTY OF TRAVIS §

AGREEMENT
For A
LOCAL ON-SYSTEM IMPROVEMENT PROJECT

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the Texas Department of Transportation called the "State", and the **County of Williamson**, acting by and through its duly authorized officials, called the "Local Government." The State and Local Government shall be collectively referred to as "the parties" hereinafter.

WITNESSETH

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision; and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116073**, authorizing the State to accept Local Government funded projects performed on the state highway system. The project covered by this Agreement includes only work within the state right of way as described in the Agreement, Article 2, Scope of Work (Project); and,

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated _____ which is attached to and made a part of this Agreement as Attachment A, Resolution, Ordinance, or Commissioners Court Order (Attachment A) for the improvement covered by this Agreement. A map showing the Project location appears in Attachment B, Project Location Map (Attachment B), which is attached to and made a part of this Agreement**.**

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

AGREEMENT

1. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the completed Project is accepted by the State or unless terminated as provided below.

CSJ #	**0204-03-044**
District #	**14**
Code Chart 64 #	**50246**
Project Name	**US 79 at CR 401**

2. Scope of Work

The Project consists of intersection improvements on US 79 at CR 401 which include construction of crossover and traffic signal in Williamson County, Texas.

3. Local Project Sources and Uses of Funds

A. The total estimated cost of the Project is shown in Attachment C, Local On-System Improvement Project Budget (Attachment C), which is attached to and made a part of this Agreement. The estimated funds from the Local Government are shown in Attachment C. The State will pay for no Project costs performed by or managed by Local Government under this Agreement.

B. Attachment C shows how necessary resources for completing the Project will be provided by major cost categories. These categories may include but are not limited to: (1) costs of real property (right of way); (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other Project costs.

C. The Local Government shall be solely responsible for all of its costs associated with the Project provided for in this Agreement. The Local Government shall be responsible for cost overruns for the Project in excess of the estimated amount to be paid by the Local Government on Attachment C. The Local Government shall also be responsible for direct and indirect costs incurred by the State related to performance of this project if so indicated on Attachment C. If the State determines that the on-system improvements are of significant operational benefit to the State, the State may waive its direct or indirect costs. The State's waiver of its direct or indirect costs shall be indicated on Attachment C by showing the State as responsible for these costs. When the Local Government is responsible for the State's direct or indirect costs, the amount indicated on Attachment C is a fixed fee and not subject to adjustment except through the execution of an amendment to this Agreement.

D. Prior to the performance of any engineering review work by the State, the Local Government shall pay to the State the amount of direct and indirect State costs specified in Attachment C.

E. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Financial Management Division. The funds shall be deposited and managed by the State and are not refundable.

F. The Local Government will begin construction on the Project within 12 months after execution of the Agreement.

G. The Local Government will complete construction and receive the State's acceptance of the project within 36 months after the date the State authorizes in writing for the Local Government to commence construction of the Project.

H. If the Local Government chooses not to or fails to complete the work once construction on the Project commences, the State may terminate this Agreement in accordance with paragraph 4.C. below. The State may address unfinished construction work as it determines necessary to protect the interests of the State, which includes returning the Project area to its original condition or completing the work using State forces or

contractors. The Local Government shall pay all costs incurred by the State under this provision.

4. Termination of this Agreement

This Agreement shall remain in effect until the Project is completed and accepted by the State, unless:

A. The Agreement is terminated in writing with the mutual consent of the parties;

B. The State terminates the Agreement in writing due to the Local Government's failure to comply with paragraphs 3.F or 3.G; or

C. The Agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party.

5. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment. Amendments may not include the addition of State or Federal funds. If any funds other than Local Government funds are proposed, this Agreement must be terminated and a new agreement with appropriate terms and clauses executed in its place.

6. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any Agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

7. Architectural and Engineering Services

The Local Government has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable *State's Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. The Project design shall, at a minimum conform to applicable State manuals.

The State shall review the plans, specifications, and estimates provided by the Local Government upon completion or at any time deemed necessary by the State. Should the State determine that the complete plans, specifications, and estimates for the Project are not acceptable, the Local Government shall correct the design documents to the State's satisfaction. Should additional specifications or data be required by the State, the Local Government shall redesign the plans and specifications to the State's satisfaction. The costs for additional work on the plans, specifications, and estimates shall be borne by the Local Government.

8. Environmental Assessment and Mitigation

Development of a transportation project must comply with applicable environmental laws. The Local Government is responsible for:

A. The identification and assessment of any environmental problems associated with the development of the Project governed by this Agreement.

B. The cost of any environmental problem's mitigation and remediation.

C. Providing any public meetings or public hearings required for development of all required environmental documents and obtaining all required permits and approvals.
D. The preparation of documents required for the environmental clearance of the Project.

Before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances and approvals have been obtained.

9. Right of Way and Real Property

The Local Government shall acquire all required right of way and necessary right of entry for performance of the Project in accordance with applicable requirements of the Texas Department of Transportation Right of Way Manual, State law, and Federal law governing the acquisition of real property including but not limited to Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C.A. Section 4601 et seq. Right of way acquired for improvements to the state highway system shall be acquired in the name of the State. Local Government shall provide right of entry to State personnel and its authorized representatives to areas off the state highway system throughout the duration of the Project for the State to perform inspection and oversight of the Project.

10. Utilities

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities for the Project in accordance with applicable State and Federal laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures.

11. Compliance with Texas Accessibility Standards and ADA

Local Government shall ensure that the plans for and the construction of the Project are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

12. Construction Responsibilities

A. The Local Government shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. Project plans and specifications for improvements on the state highway system must be approved by the State prior to advertising for construction. Upon selection of a contractor and prior to commencing construction within the state highway system right of way, the Local Government shall request and obtain written authorization to commence construction of the Project from the State. The Local Government will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure

that the construction is accomplished in accordance with the approved plans and specifications. All construction change orders impacting the proposed improvements, traffic control, environmental mitigation, or drainage on the state highway system require written pre-approval by the State prior to execution by the Local Government.

B. Upon completion of the Project, the Local Government will issue and sign a "Notification of Completion" acknowledging the Project's construction completion. A copy will be provided to the State prior to State's final acceptance of the improvements.

C. Prior to the State's acceptance of the improvements on the state highway system, Local Government shall furnish to the State written certification from a Texas Registered Professional Engineer that the Project was constructed in substantial compliance with the Project's plans, specifications, and quality assurance requirements.

13. Project Maintenance

After Local Government completion of the work and acceptance by the State, the State will be responsible for maintenance of the improvements within the state highway system right of way outside the boundaries of an incorporated city. This obligation may be fulfilled through other agreements signed by the State.

14. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government	State
County of Williamson Attn.: Sr. Director of Infrastructure 3151 SE Inner Loop Georgetown, TX 78626	Director of Contract Services Texas Department of Transportation 125 E. 11th Street Austin, Texas 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

15. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

16. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

17. Ownership of Documents

Upon completion or termination of this Agreement, copies of all documents and data prepared under this Agreement by the Local Government for improvements within the state highway system right of way shall be provided to the State prior to State acceptance of the Project without restriction or limitation on their further use. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any Project information required by the State in the format directed by the State.

18. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

19. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

20. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred and engineering inspection and testing services performed under this Agreement and shall make such materials available to the State and the Local Government or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of completion of work defined under this Agreement or until any impending litigation or claims are resolved. Additionally, the State and the Local Government and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

21. Insurance

Before beginning work on the state highway system, the Local Government and its contractor performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on state right of way. Self-insurance documentation acceptable to the State may be substituted for all or part of the coverage's required for the Local Government. This coverage shall be maintained until all work on the state right of way is complete. If coverage is not maintained, all work on state right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

22. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, the Local Government, for itself, its assignees, and successors in interest agree to comply with all applicable Federal and State nondiscrimination statutes and authorities.

CSJ #	**0204-03-044**
District #	**14**
Code Chart 64 #	**50246**
Project Name	**US 79 at CR 401**

23. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this agreement on the date stated under that party's signature.

THE STATE OF TEXAS	**THE LOCAL GOVERNMENT**
_____	_____
Signature	Signature
Kenneth Stewart	Bill Gravel, Jr.
Typed or Printed Name	Typed or Printed Name
Director of Contract Services	County Judge
Typed or Printed Title	Typed or Printed Title
_____	_____
Date	Date

Commissioners Court - Regular Session **45.**

Meeting Date: 05/10/2022

Southwest Bypass Extension LOSA

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an Agreement with TXDOT for a local on-system Improvement project needed for the Southwest Bypass extension at SH 29. Funding Source: Road Bond (P352)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

LOSA

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	05/05/2022 08:32 AM
Form Started By: Charlie Crossfield		Started On: 05/04/2022 03:56 PM
Final Approval Date: 05/05/2022		

CSJ #	**0337-01-049**
District #	**14**
Code Chart 64 #	**50246**
Project Name	**SW Bypass Extension at SH 29**

STATE OF TEXAS §

COUNTY OF TRAVIS §

AGREEMENT
For A
LOCAL ON-SYSTEM IMPROVEMENT PROJECT

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the Texas Department of Transportation called the "State", and the **County of Williamson**, acting by and through its duly authorized officials, called the "Local Government." The State and Local Government shall be collectively referred to as "the parties" hereinafter.

WITNESSETH

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision; and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116073**, authorizing the State to accept Local Government funded projects performed on the state highway system. The project covered by this Agreement includes only work within the state right of way as described in the Agreement, Article 2, Scope of Work (Project); and,

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated **09/14/2021**, which is attached to and made a part of this Agreement as Attachment A, Resolution, Ordinance, or Commissioners Court Order (Attachment A) for the improvement covered by this Agreement. A map showing the Project location appears in Attachment B, Project Location Map (Attachment B), which is attached to and made a part of this Agreement**.**

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

AGREEMENT

1. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the completed Project is accepted by the State or unless terminated as provided below.

CSJ #	**0337-01-049**
District #	**14**
Code Chart 64 #	**50246**
Project Name	**SW Bypass Extension at SH 29**

2. Scope of Work

The Project consists of construction of right turn lane and traffic signal on SH 29 includes design, environmental clearance, at new intersection of SH 29 and Southwest Bypass Extension as shown on Attachment B.

3. Local Project Sources and Uses of Funds

A. The total estimated cost of the Project is shown in Attachment C, Local On-System Improvement Project Budget (Attachment C), which is attached to and made a part of this Agreement. The estimated funds from the Local Government are shown in Attachment C. The State will pay for no Project costs performed by or managed by Local Government under this Agreement.

B. Attachment C shows how necessary resources for completing the Project will be provided by major cost categories. These categories may include but are not limited to: (1) costs of real property (right of way); (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other Project costs.

C. The Local Government shall be solely responsible for all of its costs associated with the Project provided for in this Agreement. The Local Government shall be responsible for cost overruns for the Project in excess of the estimated amount to be paid by the Local Government on Attachment C. The Local Government shall also be responsible for direct and indirect costs incurred by the State related to performance of this project if so indicated on Attachment C. If the State determines that the on-system improvements are of significant operational benefit to the State, the State may waive its direct or indirect costs. The State's waiver of its direct or indirect costs shall be indicated on Attachment C by showing the State as responsible for these costs. When the Local Government is responsible for the State's direct or indirect costs, the amount indicated on Attachment C is a fixed fee and not subject to adjustment except through the execution of an amendment to this Agreement.

D. Prior to the performance of any engineering review work by the State, the Local Government shall pay to the State the amount of direct and indirect State costs specified in Attachment C.

E. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Financial Management Division. The funds shall be deposited and managed by the State and are not refundable.

F. The Local Government will begin construction on the Project within 12 months after execution of the Agreement.

G. The Local Government will complete construction and receive the State's acceptance of the project within 36 months after the date the State authorizes in writing for the Local Government to commence construction of the Project.

H. If the Local Government chooses not to or fails to complete the work once construction on the Project commences, the State may terminate this Agreement in accordance with paragraph 4.C. below. The State may address unfinished construction work as it determines necessary to protect the interests of the State, which includes returning the Project area to its original condition or completing the work using State forces or

contractors. The Local Government shall pay all costs incurred by the State under this provision.

4. Termination of this Agreement

This Agreement shall remain in effect until the Project is completed and accepted by the State, unless:

A. The Agreement is terminated in writing with the mutual consent of the parties;

B. The State terminates the Agreement in writing due to the Local Government's failure to comply with paragraphs 3.F or 3.G; or

C. The Agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party.

5. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment. Amendments may not include the addition of State or Federal funds. If any funds other than Local Government funds are proposed, this Agreement must be terminated and a new agreement with appropriate terms and clauses executed in its place.

6. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any Agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

7. Architectural and Engineering Services

The Local Government has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable *State's Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. The Project design shall, at a minimum conform to applicable State manuals.

The State shall review the plans, specifications, and estimates provided by the Local Government upon completion or at any time deemed necessary by the State. Should the State determine that the complete plans, specifications, and estimates for the Project are not acceptable, the Local Government shall correct the design documents to the State's satisfaction. Should additional specifications or data be required by the State, the Local Government shall redesign the plans and specifications to the State's satisfaction. The costs for additional work on the plans, specifications, and estimates shall be borne by the Local Government.

8. Environmental Assessment and Mitigation

Development of a transportation project must comply with applicable environmental laws. The Local Government is responsible for:

A. The identification and assessment of any environmental problems associated with the development of the Project governed by this Agreement.

B. The cost of any environmental problem's mitigation and remediation.

C. Providing any public meetings or public hearings required for development of all required environmental documents and obtaining all required permits and approvals.
D. The preparation of documents required for the environmental clearance of the Project.

Before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances and approvals have been obtained.

9. Right of Way and Real Property

The Local Government shall acquire all required right of way and necessary right of entry for performance of the Project in accordance with applicable requirements of the Texas Department of Transportation Right of Way Manual, State law, and Federal law governing the acquisition of real property including but not limited to Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C.A. Section 4601 et seq. Right of way acquired for improvements to the state highway system shall be acquired in the name of the State. Local Government shall provide right of entry to State personnel and its authorized representatives to areas off the state highway system throughout the duration of the Project for the State to perform inspection and oversight of the Project.

10. Utilities

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities for the Project in accordance with applicable State and Federal laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures.

11. Compliance with Texas Accessibility Standards and ADA

Local Government shall ensure that the plans for and the construction of the Project are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

12. Construction Responsibilities

A. The Local Government shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. Project plans and specifications for improvements on the state highway system must be approved by the State prior to advertising for construction. Upon selection of a contractor and prior to commencing construction within the state highway system right of way, the Local Government shall request and obtain written authorization to commence construction of the Project from the State. The Local Government will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure

that the construction is accomplished in accordance with the approved plans and specifications. All construction change orders impacting the proposed improvements, traffic control, environmental mitigation, or drainage on the state highway system require written pre-approval by the State prior to execution by the Local Government.

B. Upon completion of the Project, the Local Government will issue and sign a "Notification of Completion" acknowledging the Project's construction completion. A copy will be provided to the State prior to State's final acceptance of the improvements.

C. Prior to the State's acceptance of the improvements on the state highway system, Local Government shall furnish to the State written certification from a Texas Registered Professional Engineer that the Project was constructed in substantial compliance with the Project's plans, specifications, and quality assurance requirements.

13. Project Maintenance

After Local Government completion of the work and acceptance by the State, the State will be responsible for maintenance of the improvements within the state highway system right of way outside the boundaries of an incorporated city. This obligation may be fulfilled through other agreements signed by the State.

14. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government	State
County Judge County of Williamson 710 S. Main Street, Ste. 101 Georgetown, TX 78626	Director of Contract Services Texas Department of Transportation 125 E. 11th Street Austin, Texas 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

15. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

16. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

17. Ownership of Documents

Upon completion or termination of this Agreement, copies of all documents and data prepared under this Agreement by the Local Government for improvements within the state highway system right of way shall be provided to the State prior to State acceptance of the Project without restriction or limitation on their further use. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any Project information required by the State in the format directed by the State.

18. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

19. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

20. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred and engineering inspection and testing services performed under this Agreement and shall make such materials available to the State and the Local Government or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of completion of work defined under this Agreement or until any impending litigation or claims are resolved. Additionally, the State and the Local Government and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

21. Insurance

Before beginning work on the state highway system, the Local Government and its contractor performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on state right of way. Self-insurance documentation acceptable to the State may be substituted for all or part of the coverage's required for the Local Government. This coverage shall be maintained until all work on the state right of way is complete. If coverage is not maintained, all work on state right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

22. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, the Local Government, for itself, its assignees, and successors in interest agree to comply with all applicable Federal and State nondiscrimination statutes and authorities.

CSJ #	**0337-01-049**
District #	**14**
Code Chart 64 #	**50246**
Project Name	**SW Bypass Extension at SH 29**

23. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this agreement on the date stated under that party's signature.

THE STATE OF TEXAS	**THE LOCAL GOVERNMENT**
Signature	Signature
Kenneth Stewart Typed or Printed Name	Bill Gravell, Jr. Typed or Printed Name
Director of Contract Services Typed or Printed Title	County Judge Typed or Printed Title
Date	Date

DocuSign Envelope ID: 9392BC1F-0750-4E36-BB5F-3DE2D8770537

CSJ #	**0337-01-049**
District #	**14-AUS**
Code Chart 64 #	**50246**
Project Name	**SW Bypass Extension at SH 29**

ATTACHMENT A
RESOLUTION

STATE OF TEXAS * *THE COMMISSIONERS COURT OF*

COUNTY OF WILLIAMSON * *WILLIAMSON COUNTY, TEXAS*

KNOW ALL MEN BY THESE PRESENT that on this, the 14th day of September 2021, the Commissioners Court of Williamson County, Texas, met in duly called session at the Courthouse in Georgetown, Texas and at said meeting, among other business, the Court considered the following.

RESOLUTION:

WHEREAS, An Agreement with TXDOT for a Locally Funded Road Improvement Project On-System, which will allow for construction of right turn lane and traffic signal on SH 29 includes design, environmental clearance, at new intersection of SH 29 and Southwest Bypass Extension in Williamson County, Texas

Now therefore, the Williamson County Commissioners Court does hereby enter into this agreement with the Texas Department of Transportation.

RESOLVED this 14th *day of* September, *2021.*

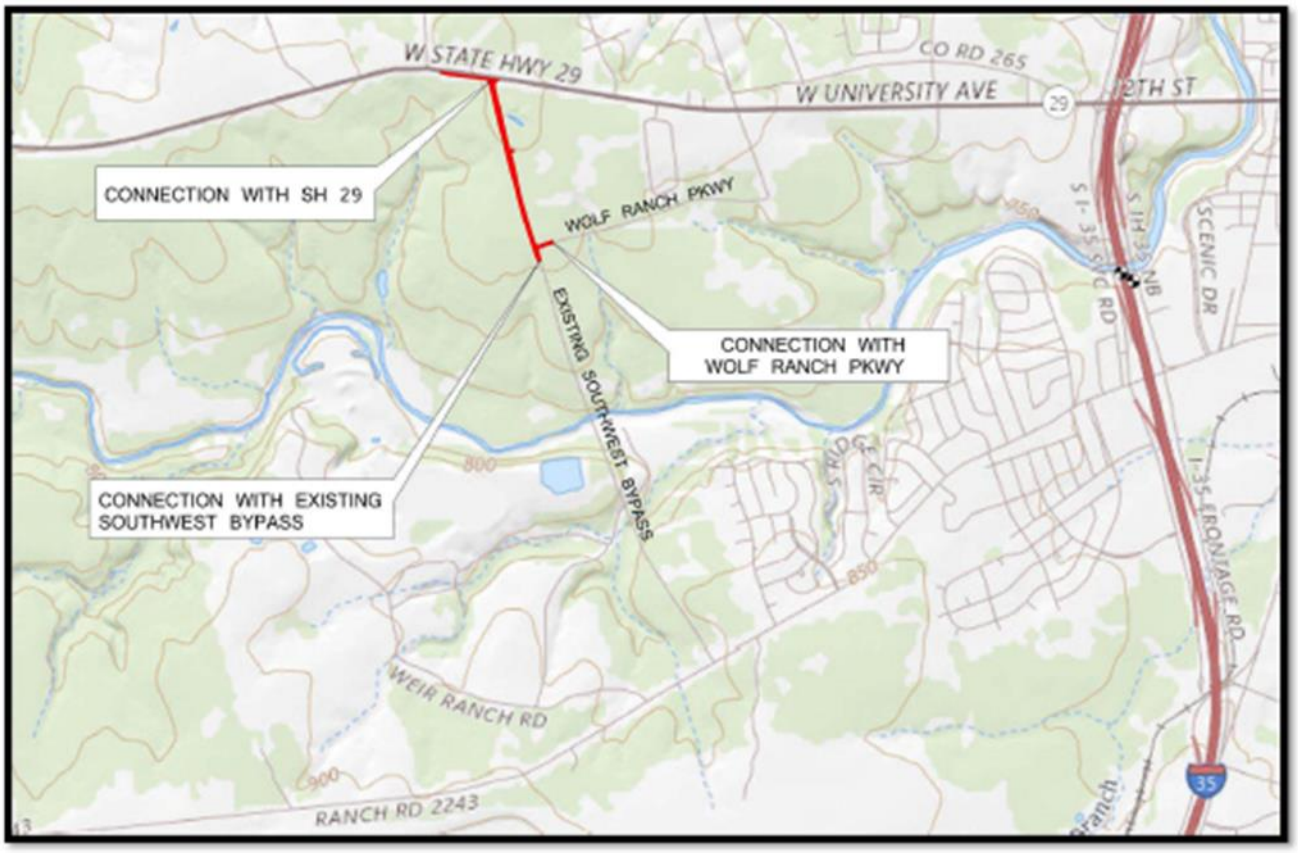
Bill Gravell Jr., County Judge

Attest:

Nancy E. Rister, County Clerk

CSJ #	**0337-01-049**
District #	**14**
Code Chart 64 #	**50246**
Project Name	**SW Bypass Extension at SH 29**

ATTACHMENT B
PROJECT LOCATION MAP



CSJ #	**0337-01-049**
District #	**14**
Code Chart 64 #	**50246**
Project Name	**SW Bypass Extension at SH 29**

ATTACHMENT C
LOCAL ON-SYSTEM IMPROVEMENT PROJECT BUDGET
(Locally Funded and Performed Project)

The Local Government is responsible for 100% of the costs allocated to it as described below, including overruns.

Description	**Estimated Costs**	**Subtotals**
Project Phases: Work performed by the Local Government or its Consultant or Contractor		
Environmental	$	
Right of Way	$	
Engineering	$94,608	
Utility Work	$	
Construction	$290,860	
Subtotal for Project Phases		$385,468
Direct State Costs:	**Paid By: ☐ Local Government ☒ State**	
Environmental	$1,927	
Right of Way	$482	
Engineering	$2,891	
Utility Work	$482	
Construction	$13,491	
Subtotal for Direct State Costs		$19,273
Indirect State Costs:	**Paid By: ☐ Local Government ☒ State**	
Subtotal for Indirect State Costs		$17,423
Total Estimated Cost Of Project		$422,165

$0	Fixed price amount of payment by the Local Government to the State for the State's direct and indirect costs as stated in Article 3, C and D of the Agreement.

Commissioners Court - Regular Session **46.**

Meeting Date: 05/10/2022

Southwest Bypass LOSA Amendment #1

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an Agreement with TXDOT for a local on-system Improvement project Amendment #1 needed for the Southwest Bypass extension at SH 29.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Amendment #1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	05/05/2022 08:32 AM
Form Started By: Charlie Crossfield		Started On: 05/04/2022 03:52 PM
Final Approval Date: 05/05/2022		

CSJ #0337-01-049
District # 14-AUS
Code Chart 64 #50246
Project: SW Bypass Extension at SH 29

STATE OF TEXAS §

COUNTY OF TRAVIS §

AGREEMENT FOR A LOCAL ON-SYSTEM IMPROVEMENT PROJECT
AMENDMENT #1

THIS AMENDMENT is made by and between the State of Texas, acting through the Texas Department of Transportation, called the State, and the County of Williamson, acting by and through its duly authorized officials, called the Local Government.

W I T N E S S E T H

WHEREAS, the State and the Local Government executed an Agreement for a Local On-System Improvement Project on October 13, 2021 to effectuate their agreement to design and construct a right turn lane and traffic signal on SH 29 includes design, environmental clearance, at new intersection of SH 29 and Southwest Bypass Extension; and,

WHEREAS, the Local Government is unable to meet the deadlines for the construction phase; and,

WHEREAS, it has become necessary to terminate that Agreement;

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, the State and the Local Government agree as follows:

A G R E E M E N T

1. Description of Amended Items

The Local Government terminates this Agreement according to Article 4 of the Agreement.

2. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

Each party is signing this amendment on the date stated under that party's signature.

THE LOCAL GOVERNMENT

_____

Bill Gravell, Jr.
County Judge

_____
Date

THE STATE OF TEXAS

_____
Kenneth Stewart
Director of Contract Services
Texas Department of Transportation

_____
Date

Commissioners Court - Regular Session **47.**

Meeting Date: 05/10/2022

Sam Bass condemnation Resolution

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn 0.037 acres and 0.465 acres required for the construction of Sam Bass Road. (Brushy Creek Congregation of Jehovah's Witnesses/ Parcel 40 and 41) Funding Source: Road Bonds P462

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	05/05/2022 08:32 AM
Form Started By: Charlie Crossfield		Started On: 05/04/2022 03:58 PM
Final Approval Date: 05/05/2022		

IN THE COMMISSIONERS' COURT
OF WILLIAMSON COUNTY, TEXAS

RESOLUTION

WHEREAS, the Commissioners' Court of Williamson County, Texas, has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways, public necessity requires acquisition of fee simple title to that certain tracts of land being 0.037 acres (Parcel 40) and 0.465 acres (Parcel 41) and described by metes and bounds in Exhibits "A & B" owned by **BRUSHY CREEK CONGREGATION OF JEHOVAH'S WITNESSES** for the purpose of constructing, reconstructing, maintaining, and operating Corridor H (Sam Bass Road) roadway improvements ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real properties; and

WHEREAS, the Commissioners' Court of Williamson County, Texas, has, through agents employed by the said office, entered into bona fide good faith negotiations with the owners of the hereinafter described properties and has failed to agree with the owners on the compensation and damages, if any, due to said owners. Now, therefore, the Commissioners' Court of Williamson County, Texas is authorizing the use of its power of eminent domain to condemn property.

BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF WILLIAMSON, that the County Attorney or his designated agent be and he is hereby authorized and directed to file or cause to be filed against the owners of any interest in, and the holders of any lien secured by, the following described tracts of land, described in Exhibits "A & B" attached hereto, a suit in eminent domain to acquire the property interests for the aforesaid purposes; and

It is the intent of the Commissioners' Court that this resolution authorizes the condemnation of all property interests required to complete the construction and maintenance of the Project and associated public purposes. If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the County Attorney is authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the Commissioners' Court authorizing the condemnation of the corrected or revised Property.

BE IT FURTHER RESOLVED that the County Attorney or his designated agent be and he is hereby authorized and directed to incur such expenses and to employ such experts as he shall deem necessary to assist in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners or other required expert consultants.

Adopted this _____ day of _____, 2022.

_____
Bill Gravell, Jr.
Williamson County Judge

EXHIBIT "A"

County: Williamson
Parcel No.: 40 April 30, 2020
Highway: C.R. 175 (Sam Bass Road)
Limits: From: F.M. 1431
To: 1,000' East of Wyoming Springs Drive

PROPERTY DESCRIPTION FOR PARCEL 40

DESCRIPTION OF A 0.037 ACRE (1,614 SQ. FT.) PARCEL OF LAND LOCATED IN THE J.H. DILLARD SURVEY, ABSTRACT 179, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLLED 0.85 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO ROUND ROCK CONGREGATION OF JEHOVAH'S WITNESSES, RECORDED MAY 23, 1985 IN VOLUME 1229, PAGE 893, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS (O.R.W.C.TX.); SAID 0.037 ACRE (1,614 SQ. FT.) PARCEL, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 5/8-inch iron rod found 502.74 feet left of County Road 175 (Sam Bass Road) Engineer's Centerline Station (E.C.S.) 322+06.13 on the east line of a 1.056 acre tract of land, described in a deed to Christine Bushong, Trustee of the Christine Bushong Trust, recorded in Document No. 2015097103, Official Public Records of Williamson County, Texas (O.P.R.W.C.TX.), for the northwest corner of a 2.546 acre tract of land, described in a deed to Community Christian Church of Round Rock, Texas, recorded in Volume 1799, Page 1, O.R.W.C.TX.;

THENCE S 27°43'04" W, with the common line of said 2.546 acre tract and said 1.056 acre tract, a distance of 425.90 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 78.64 feet left of Sam Bass Road E.C.S. 321+67.05 on the proposed north right-of-way line of Sam Bass Road and the common line of said 2.546 acre tract and of a 1.056 acre tract of land, described in a correction deed to John W. Speck, III and Glenda Neans-Speck, recorded in Document No. 2004007194, O.P.R.W.C.TX., said point being the beginning of a curve to the right;

THENCE departing the common line of said 2.546 acre tract and said 1.056 acre tract, with the proposed north right-of-way line of said Sam Bass Road and said curve to the right, over and across said 2.546 acre tract, an arc distance of 228.74 feet, through a central angle of 03°43'25", having a radius of 3,519.69 feet, and a chord that bears S 65°59'08" E, a distance of 228.70 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 72.40 feet left of Sam Bass Road E.C.S. 323+95.66 on the common line of said 2.546 acre tract and said 0.85 acre tract;

THENCE S 30°27'59" W, continuing with the proposed north right-of-way line of said Sam Bass Road and the common line of said 2.456 acre tract and said 0.85 acre tract, a distance of 0.41 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,169,480.98 E=3,112,204.30) set 72.00 feet left of Sam Bass Road E.C.S. 323+95.61, for the northwest corner and the **POINT OF BEGINNING** of the parcel described herein;

1) **THENCE** S 67°32'53" E, departing the common line of said 2.546 acre tract and said 0.85 acre tract, continuing with the proposed north right-of-way line of said Sam Bass Road, over and across said 0.85 acre tract, a distance of 30.27 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 72.00 feet left of Sam Bass Road E.C.S. 324+25.88 on the common line of said 0.85 acre tract and of a 1.15 acre tract of land described in a deed to Brushy Creek Congregation of Jehovah's Witnesses, recorded in Document No. 2008026057, O.P.R.W.C.TX., for the northeast corner of the parcel described herein;

2) **THENCE** S 30°26'07" W, departing the proposed north right-of-way line of said Sam Bass Road, with the common line of said 0.85 acre tract and said 1.15 acre tract, a distance of 53.81 feet to calculated point on the existing north right-of-way line of Sam Bass Road, a variable width right-of-way, no record information found, for the southwest corner of said 1.15 acre tract, same being the most southerly southeast corner of said 0.85 acre tract, also being the southeast corner of the parcel described herein;

3) **THENCE** N 67°32'14" W, departing the common line of said 1.15 acre tract and said 0.85 acre tract, with the existing north right-of-way line of said Sam Bass Road, a distance of 30.30 feet to a calculated point, for the southeast corner of said 2.456 acre tract, same being the southwest corner of said 0.85 acre tract and of the parcel described herein;

4) **THENCE** N 30°27'59" E, departing the existing north right-of-way line of said Sam Bass Road, with the common line of said 2.546 acre tract and said 0.85 acre tract, a distance of 53.81 feet to the **POINT OF BEGINNING,** and containing 0.037 acres (1,614 sq. ft.) of land, more or less

This property description is accompanied by a separate plat of even date.

Bearing Basis:
All bearings shown are based on the Texas Coordinate System, Central Zone, NAD 83/2011. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.00012. Units: U.S. Survey Feet.

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

That I, Scott C. Brashear, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

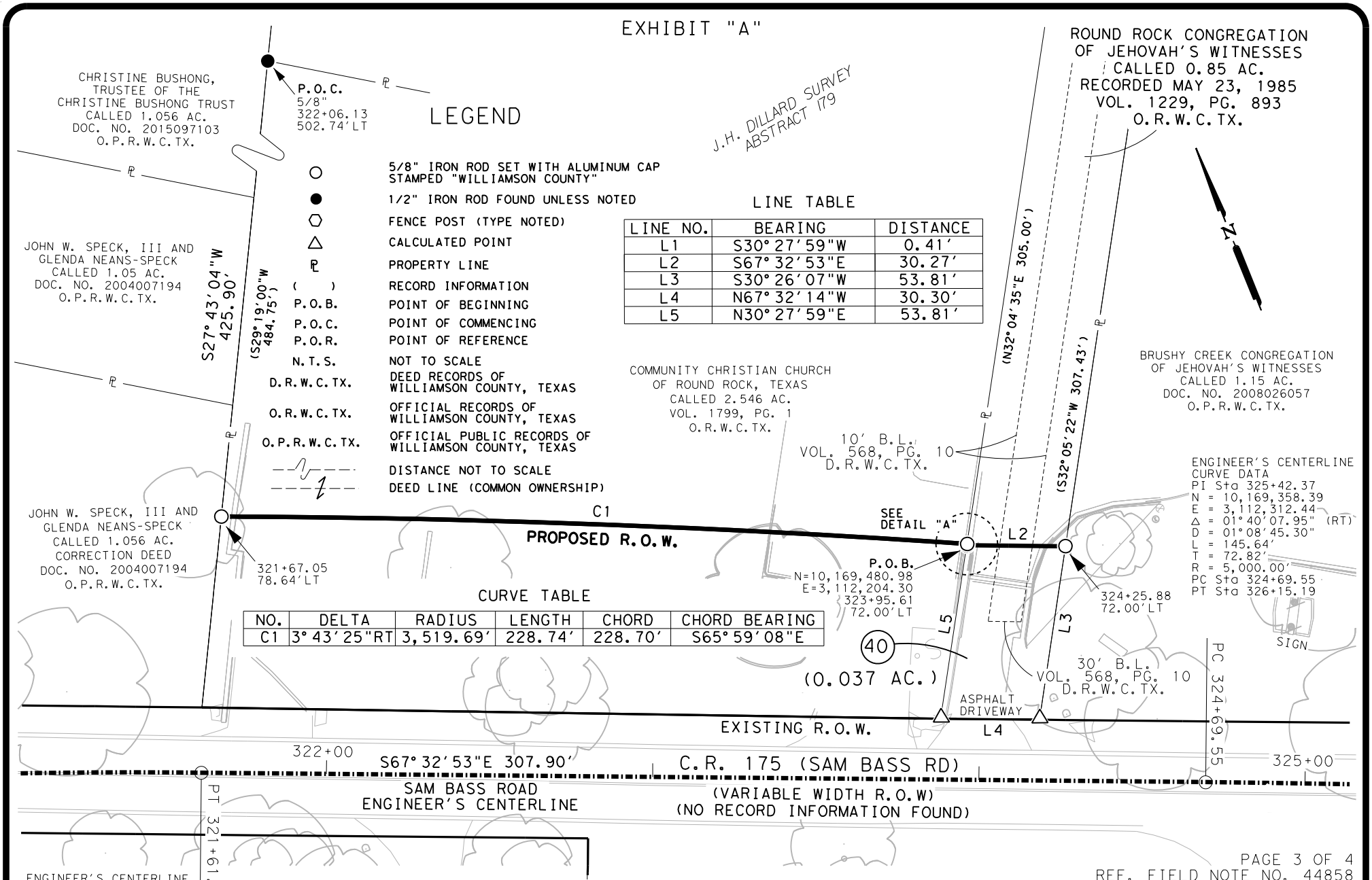
WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

Scott C. Brashear 4/30/20

Scott C. Brashear Date
Registered Professional Land Surveyor
No. 6660 – State of Texas

SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300

EXHIBIT "A"



REF. FIELD NOTE NO. 44858

FILE:\\saminc\aus\PROJECTS\1017038216\100\Survey\03Exhibits\40\PLAT\01\P-40.dgn

EXISTING	0.85 AC.	ACQUIRE	0.037 AC.	REMAINING	0.813 AC. LEFT

SAM SURVEYING·AERIAL MAPPING·ENGINEERING
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
ROUND ROCK CONGREGATION
OF JEHOVAH'S WITNESSES
PARCEL 40
0.037 AC. (1,614 SQ. FT.)

EXHIBIT "A"

LEGEND

○	5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
●	1/2" IRON ROD FOUND UNLESS NOTED
⬡	FENCE POST (TYPE NOTED)
△	CALCULATED POINT
℄	PROPERTY LINE
( )	RECORD INFORMATION
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
P.O.R.	POINT OF REFERENCE
N.T.S.	NOT TO SCALE
D.R.W.C.TX.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.TX.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.TX.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
~~/~~	DISTANCE NOT TO SCALE
——1——	DEED LINE (COMMON OWNERSHIP)

NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAVD88 TEXAS COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.
2. THIS SURVEY WAS COMPLETED WITH THE BENEFIT OF TITLE REPORT, PROVIDED BY TITLE RESOURCES GUARANTY COMPANY, GF NO. 1933272, EFFECTIVE DATE AUGUST 19, 2019, AND ISSUED DATE AUGUST 27, 2019. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
3. SAM BASS ROAD ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM KFRIESE. SCHEMATIC RECEIVED BY SAM, LLC. IN APRIL, 2019.
4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

* AREA CALCULATED BY SAM,LLC.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Scott C. Brashear

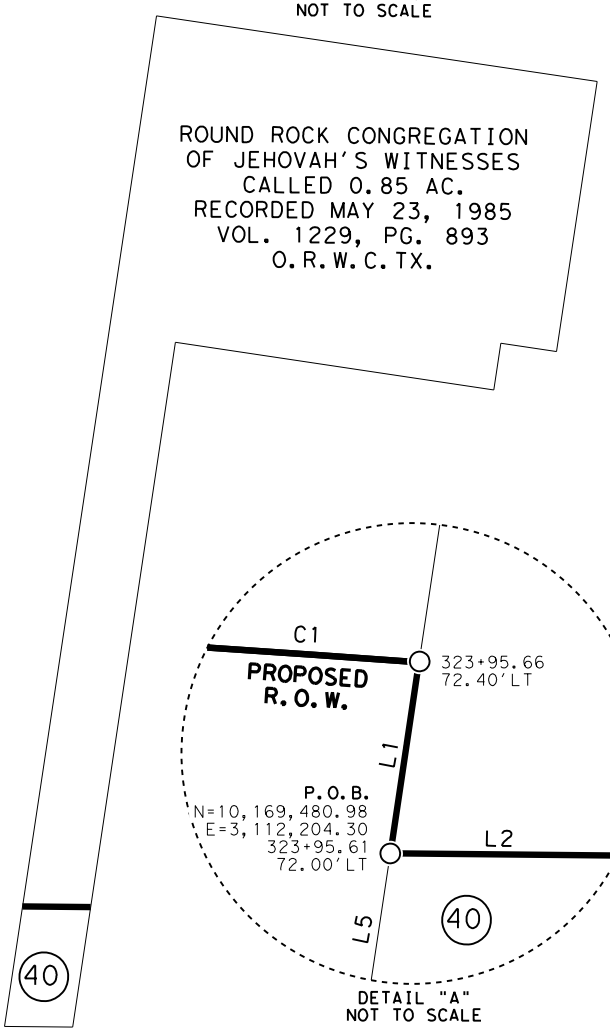
SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

4/30/20

DATE

STATE OF TEXAS
REGISTERED
SCOTT C. BRASHEAR
6660
PROFESSIONAL
LAND SURVEYOR

PARENT TRACT
NOT TO SCALE



DETAIL "A"
NOT TO SCALE

REF. FIELD NOTE NO. 44858

FILE:\\saminc\aus\PROJECTS\1017038216\100\Survey\03Exhibits\40\PLAT\01\P-40.dgn

EXISTING	0.85 AC.	ACQUIRE	0.037 AC.	REMAINING	0.813 AC. LEFT

SAM
SURVEYING·AERIAL MAPPING·ENGINEERING
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
ROUND ROCK CONGREGATION
OF JEHOVAH'S WITNESSES
PARCEL 40
0.037 AC. (1,614 SQ. FT.)

EXHIBIT "B"

County: Williamson
Parcel No.: 41
Highway: C.R. 175 (Sam Bass Road)
Limits: From: F.M. 1431
To: 1,000' East of Wyoming Springs Drive

May 10, 2021

PROPERTY DESCRIPTION FOR PARCEL 41

DESCRIPTION OF A 0.465 ACRE (20,246 SQ. FT.) PARCEL OF LAND LOCATED IN THE J.H. DILLARD SURVEY, ABSTRACT 179, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 1.15 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO BRUSHY CREEK CONGREGATION OF JEHOVAH'S WITNESSES RECORDED APRIL 4, 2008 IN DOCUMENT NO. 2008026057, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.) AND OF A CALLED 1.869 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO BRUSHY CREEK CONGREGATION OF JEHOVAH'S WITNESSES RECORDED AUGUST 27, 2008 IN DOCUMENT NO. 2008066488, O.P.R.W.C.TX., SAID 0.465 ACRE (20,246 SQ. FT.) PARCEL, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 5/8-inch iron rod found 422.05 feet left of County Road 175 (Sam Bass Road) Engineer's Centerline Station (E.C.S.) 328+29.66 on the west line of a called 4.142 acre tract of land, described in a deed to Round Rock Presbyterian Church, Inc., recorded in Volume 2729, Page 261, Official Records of Williamson County, Texas (O.R.W.C.TX.), for the northeast corner of said 1.869 acre tract;

THENCE S 30°12'22" W, with the common line of said 4.142 acre tract and said 1.869 acre tract, a distance of 348.01 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,169,325.42, E=3,112,572.05) set 76.00 feet left of Sam Bass Road E.C.S. 327+92.77 on the proposed north right-of-way line of Sam Bass Road, for the northeast corner and **POINT OF BEGINNING** of the parcel described herein;

1) **THENCE** S 30°12'22" W, departing the proposed north right-of-way line of said Sam Bass Road, continuing with the common line of said 4.142 acre tract and said 1.869 acre tract, a distance of 50.56 feet to a 1/2-inch iron rod found on the existing north right-of-way line of Sam Bass Road, a variable width right-of-way, no record information found, for the southwest corner of said 4.142 acre tract, same being the southeast corner of said 1.869 acre tract and the parcel described herein;

2) **THENCE** N 67°31'38" W, departing the common line of said 4.142 acre tract and said 1.869 acre tract, with the existing north right-of-way line of said Sam Bass Road, a distance of 369.66 feet to a calculated point, for the southeast corner of a called 0.85 acre tract of land, described in a deed to Round Rock Congregation of Jehovah's Witnesses, recorded in Volume 1229, Page 893, O.R.W.C.TX., same being the southwest corner of said 1.15 acre tract and the parcel described herein,

3) **THENCE** N 30°26'07" E, departing the existing north right-of-way line of said Sam Bass Road, with the common line of said 1.15 acre tract and said 0.85 acre tract, passing at a distance of 53.81 feet a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 72.00 feet left of Sam Bass Road E.C.S. 324+25.88 on the proposed north right-of-way line of said Sam Bass Road, and continuing with the proposed north right-of-way line of said Sam Bass Road for a total distance of 57.85 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 76.00 feet left of Sam Bass Road E.C.S. 324+26.44, for the northwest corner of the parcel described herein**;**

THENCE departing the common line of said 1.15 acre tract and said 0.85 acre tract, with the proposed north right-of-way line of said Sam Bass Road, over and across said 1.15 acre tract and said 1.869 acre tract, the following three (3) courses and distances numbered 4-6:

4) S 67°32'53" E, a distance of 43.11 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 76.00 feet left of Sam Bass Road, E.C.S. 324+69.55, said point being the beginning of a curve to the right, and

5) With said curve to the right, an arc distance of 147.85 feet, through a central angle of 01°40'08", having a radius of 5,076.00 feet, and a chord that bears S 66°42'49" E, a distance of 147.85 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 76.00 feet left of Sam Bass Road, E.C.S. 326+15.19, and

6) S 65°52'45" E, a distance of 177.59 feet to the **POINT OF BEGINNING** and containing 0.465 acre (20,246 sq. ft.) of land more or less.

This property description is accompanied by a separate plat of even date.

Bearing Basis:
All bearings shown are based on the Texas Coordinate System, Central Zone, NAD 83/2011. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.00012. Units: U.S. Survey Feet.

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

That I, Scott C. Brashear, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300

Scott C. Brashear 5/11/21

Scott C. Brashear Date
Registered Professional Land Surveyor
No. 6660 – State of Texas

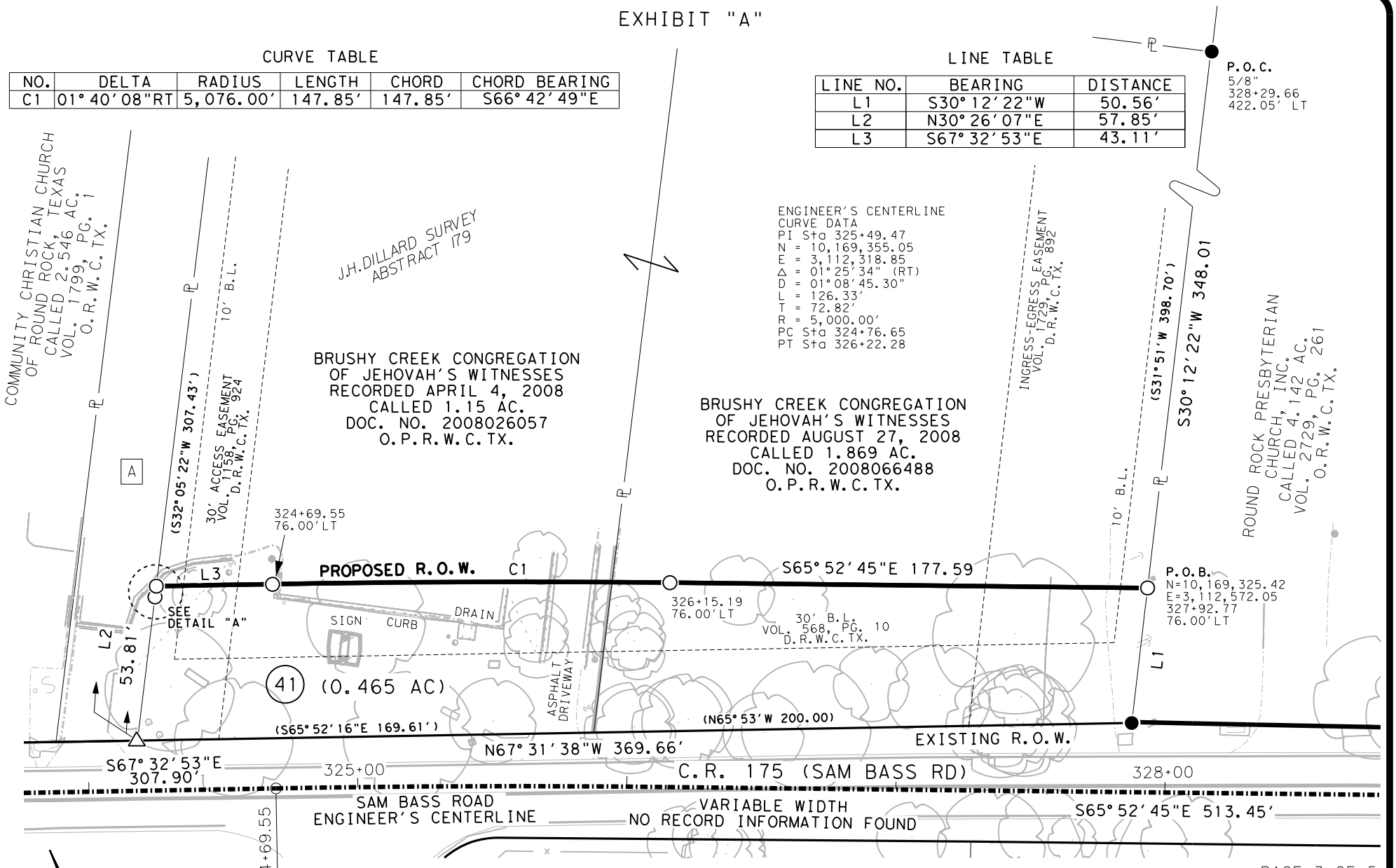
EXHIBIT "A"

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	01°40'08"RT	5,076.00'	147.85'	147.85'	S66°42'49"E

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S30°12'22"W	50.56'
L2	N30°26'07"E	57.85'
L3	S67°32'53"E	43.11'



REF. FIELD NOTE NO. 38459

FILE:\\saminc\aus\PROJECTS\1017038216\100\Survey\03Exhibits\41\PLAT\02\P-41.dgn

EXISTING	3.019 AC.	ACQUIRE	0.465 AC.	REMAINING	2.554 AC. LEFT

SAM®
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
BRUSHY CREEK CONGREGATION
OF JEHOVAH'S WITNESSES
PARCEL 41
0.465 AC. (20,246 SQ. FT.)

EXHIBIT "A"

SCHEDULE B:

THIS SURVEY HEREON WAS PREPARED IN CONJUCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 1933272, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE AUGUST 19, 2019, AND ISSUED DATE AUGUST 27, 2019.

1. RESTRICTIVE COVENANTS: VOLUME 554, PAGE 135 AND VOLUME 568, PAGE 10, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

10A. RIGHTS OF PARTIES IN POSSESSION. (OWNER POLICY)

B. ANY VISIBILE AND APPARENT EASEMENT, EITHER PUBLIC OR PRIVATE, LOCATED ON OR ACROSS THE LAND, THE EXISTENCE OF WHICH IS NOT DISCLOSED BY THE PUBLIC RECORDS AS HEREIN DEFINED.

C. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF LAND.

D. ANY PORTION OF SUBJECT PROPERTY LYING WITHIN THE BOUNDARIES OF A DEDICATED OR UNDEDICATED PUBLIC OR PRIVATE ROADWAY.

E. RIGHTS OF TENANTS, AS TENANTS ONLY, UNDER ANY AND ALL UNRECORDED LEASES OR RENTAL AGREEMENTS.

F. BUILDING SETBACK LINES AS SET FORTH IN INSTRUMENT RECORDED IN VOLUME 568, PAGE 10, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (AFFECTS AS SHOWN)

G. EASEMENT:
RECORDED: VOLUME 427, PAGE 229, DEED RECORDS, WILLIAMSON COUNTY, TEXAS.
TO: LONE STAR GAS COMPANY
PURPOSE: PIPE LINE (UNPLOTTABLE, MAY AFFECT)

H. DELETED.

I. EASEMENT:
RECORDED: VOLUME 466, PAGE 132 MODIFIED IN VOLUME 560, PAGE 471 AND VOLUME 655, PAGE 98, DEED RECORDS, WILLIAMSON COUNTY, TEXAS.
TO: TEXAS POWER AND LIGHT COMPANY
PURPOSE: ELECTRIC AND COMMUNICATION LINES (DOES NOT AFFECT)

J. DELETED.

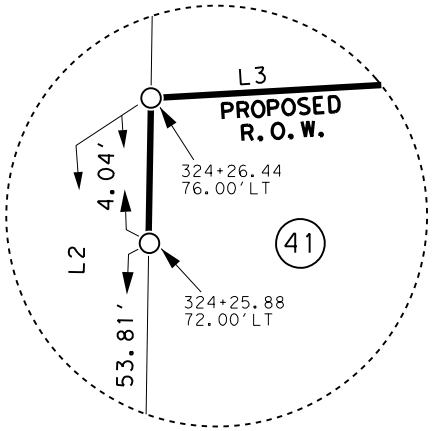
K. EASEMENT FOR INGRESS AND EGRESS AS SET OUT IN VOLUME 624, PAGE 808, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)

L. DELETED.

M. EASEMENT FOR INGRESS AND EGRESS AS SET OUT IN VOLUME 1729, PAGE 892, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (AFFECTS AS SHOWN)

N. DELETED.

O. ALL LEASES, GRANTS, EXCEPTIONS, OR RESERVATION OF COAL, LIGNITE, OIL, GAS AND OTHER MINERAL, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO APPEARING IN THE PUBLIC RECORDS WHETHER LISTED IN SCHEDULE B OR NOT. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF MINERAL INTEREST THAT ARE NOT LISTED.



DETAIL "A"
NOT TO SCALE

A

ROUND ROCK
CONGREGATION
OF JEHOVAH'S WITNESSES
CALLED 0.85 AC.
VOL. 1229, PG. 893
O.R.W.C.TX.

REF. FIELD NOTE NO. 38459

FILE:\\saminc\aus\PROJECTS\1017038216\100\Survey\03Exhibits\41\PLAT\02\P-41.dgn

EXISTING	3.019 AC.	ACQUIRE	0.465 AC.	REMAINING	2.554 AC. LEFT

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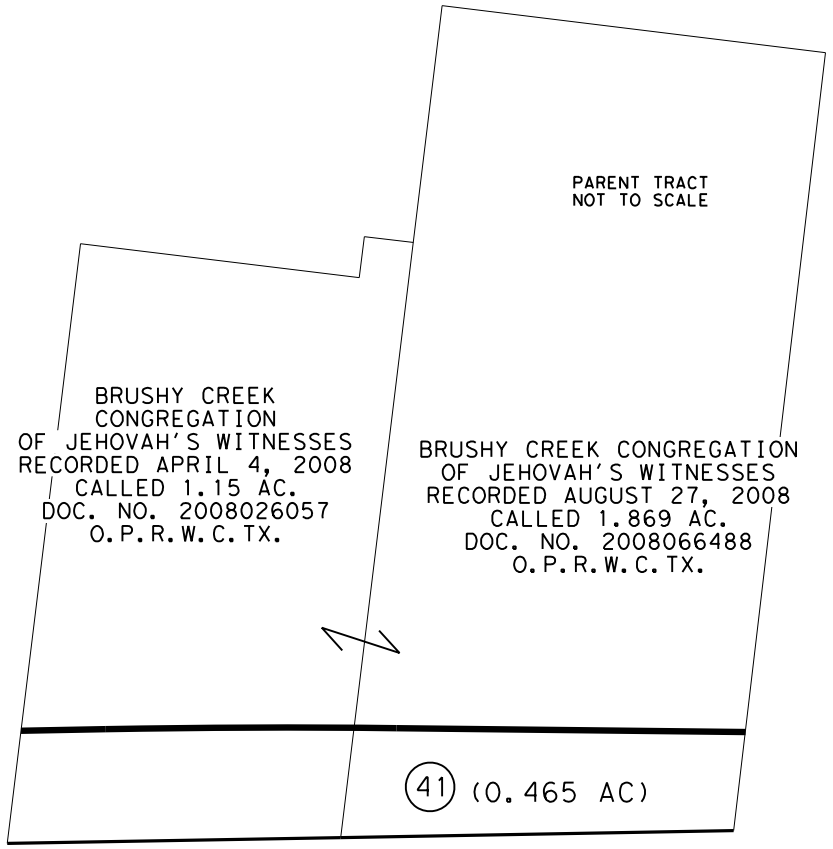
RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
BRUSHY CREEK CONGREGATION
OF JEHOVAH'S WITNESSES
PARCEL 41
0.465 AC. (20,246 SQ. FT.)

EXHIBIT "A"

LEGEND

○	5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
●	1/2" IRON ROD FOUND UNLESS NOTED
⬡	FENCE POST (TYPE NOTED)
△	CALCULATED POINT
℄	PROPERTY LINE
( )	RECORD INFORMATION
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
P.O.R.	POINT OF REFERENCE
N.T.S.	NOT TO SCALE
D.R.W.C.TX.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.TX.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.TX.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
—/——	DISTANCE NOT TO SCALE
——1——	DEED LINE (COMMON OWNERSHIP)



NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAVD88 TEXAS COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.
2. THIS SURVEY WAS COMPLETED WITH THE BENEFIT OF TITLE REPORT, PROVIDED BY TITLE RESOURCES GUARANTY COMPANY, GF NO. 1933272, EFFECTIVE DATE AUGUST 19, 2019, AND ISSUED DATE AUGUST 27, 2019. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
3. SAM BASS ROAD ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM KFRIESE. SCHEMATIC RECEIVED BY SAM, LLC. IN APRIL, 2019.
4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

* AREA CALCULATED BY SAM, LLC.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Scott C. Brashear — 5/11/21

SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

DATE

REF. FIELD NOTE NO. 38459

FILE:\\saminc\aus\PROJECTS\1017038216\100\Survey\03Exhibits\41\PLAT\02\P-41.dgn

EXISTING	3.019 AC.	ACQUIRE	0.465 AC.	REMAINING	2.554 AC. LEFT

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Austin, Texas 78735
(512) 447-0575
Fax.: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
BRUSHY CREEK CONGREGATION
OF JEHOVAH'S WITNESSES
PARCEL 41
0.465 AC. (20,246 SQ. FT.)

Commissioners Court - Regular Session **48.**

Meeting Date: 05/10/2022

CR 245 Condemnation Resolution

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn 0.1331 acres required for the construction of County Road 245, (Annette Ward Kylberg, Jeffrey Earl Kylberg and Patrick Elton Kylberg/ Parcel 6) Funding Source: Road Bonds P353

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	05/05/2022 08:33 AM
Form Started By: Charlie Crossfield		Started On: 05/04/2022 04:02 PM
Final Approval Date: 05/05/2022		

IN THE COMMISSIONERS' COURT
OF WILLIAMSON COUNTY, TEXAS

RESOLUTION

WHEREAS, the Commissioners' Court of Williamson County, Texas, has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways, public necessity requires acquisition of fee simple title to that certain tract of land being 0.1331 acres (Parcel 6) described by metes and bounds in Exhibit "A" owned by **ANNETTE WARD KYLBERG, JEFFREY EARL KYLBERG AND PATRICK ELTON KYLBERG** for the purpose of constructing, reconstructing, maintaining, and operating the County Road 245 roadway improvements ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real properties; and

WHEREAS, the Commissioners' Court of Williamson County, Texas, has, through agents employed by the said office, entered into bona fide good faith negotiations with the owners of the hereinafter described properties and has failed to agree with the owners on the compensation and damages, if any, due to said owners. Now, therefore, the Commissioners' Court of Williamson County, Texas is authorizing the use of its power of eminent domain to condemn property.

BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF WILLIAMSON, that the County Attorney or his designated agent be and he is hereby authorized and directed to file or cause to be filed against the owners of any interest in, and the holders of any lien secured by, the following described tracts of land, described in Exhibit "A" attached hereto, a suit in eminent domain to acquire the property interests for the aforesaid purposes; and

It is the intent of the Commissioners' Court that this resolution authorizes the condemnation of all property interests required to complete the construction and maintenance of the Project and associated public purposes. If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the County Attorney is authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the Commissioners' Court authorizing the condemnation of the corrected or revised Property.

BE IT FURTHER RESOLVED that the County Attorney or his designated agent be and he is hereby authorized and directed to incur such expenses and to employ such experts as he shall deem necessary to assist in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners or other required expert consultants.

Adopted this _____ day of _____, 2022.

_____
Bill Gravell, Jr.
Williamson County Judge

EXHIBIT A

County: Williamson
Highway: County Road 245 July 23, 2021
Project Limits: From RM 2338 to Ronald Reagan Blvd.

PROPERTY DESCRIPTION FOR PARCEL 6

DESCRIPTION OF a 5,796 square foot (0.1331 of one acre) parcel of land consisting of two parts out of the L.P Dyches Survey, Abstract No. 171, in Williamson County, Texas, and being out of a called 31.32 acre tract conveyed to Donald H. Kylberg by Warranty Deed dated March 29, 1979, as recorded in Volume 752, Page 229, Deed Records, Williamson County, Texas (D.R.W.C.T.); said 5,796 square foot (0.1331 of one acre) parcel of land being more particularly described in two parts by metes and bounds as follows:

PART 1

COMMENCING at a 1/2-inch iron rod found at the southeast corner of said 31.32 acre Kylberg tract, being at the northeast corner of that tract described as 161.7551 acres (save & except 0.413 of one acre) conveyed to Pulte Homes of Texas, L.P. by Special Warranty Deed dated January 14, 2015, as recorded in Document No. 2015003147, Official Public Records, Williamson County, Texas (O.P.R.W.C.T.);

THENCE S 69°38'48" W, along the south line of said 31.32 acre Kylberg tract and the north line of said 161.7551 acre (save & except 0.413 of one acre) Pulte Homes of Texas tract, a distance of 2,597.11 feet to a 1/2-inch iron rod with "McGray McGray" cap set in the proposed east right-of-way line of CR 245, for the **POINT OF BEGINNING**, being 67.50 feet right of Engineer's Baseline Station 125+64.59 and having Surface Coordinates of North=10,239,027.44, East=3,102,026.32;

1) **THENCE, S 69°38'48" W**, continuing along the south line of said 31.32 acre Kylberg tract, the north line of said 161.7551 acre (save & except 0.413 of one acre) Pulte Homes of Texas tract, and partially along the north line of the Amending Plat of Sun City Neighborhood Sixty-Four, a subdivision of record in Document No. 2016007743, O.P.R.W.C.T., a distance of **64.37 feet** to a 1/2-inch iron rod found at the southwest corner of said 31.32 acre Kylberg tract, being at the northwest corner of said 161.7551 acre (save & except 0.413 of one acre) Pulte Homes of Texas tract, said Amending Plat of Sun City Neighborhood Sixty-Four subdivision, and being in the existing east right-of-way line of CR 245 (varying width);

2) **THENCE, N 21°36'36" E**, along the west line of said 31.32 acre Kylberg tract and the existing east right-of-way line of CR 245, a distance of **225.00 feet** to a 1/2-inch iron rod with "McGray McGray" cap set in the proposed east right-of-way line of CR 245, at the beginning of a curve to the right, and being 67.50 feet right of Engineer's Baseline Station 127+46.01;

PROPERTY DESCRIPTION FOR PARCEL 6

3) **THENCE, 188.22 feet**, along the arc or said curve to the right, having a radius of **1,867.50 feet**, a delta angle of **05°46'29"**, and a chord bearing of **S 06°52'15" W**, along the proposed east right-of-way line of CR 245, crossing said 31.32 acre Kylberg tract, a chord distance of **188.14 feet** to the **POINT OF BEGINNING** and containing 5,683 square feet (0.1305 of one acre) of land, more or less.

PART 2

COMMENCING at a 1/2-inch iron rod found in the north line of said 31.32 acre Kylberg tract, being in the south line of The Final Plat of Planned Unit Development of Sun City Georgetown, Neighborhood Ten-E, a subdivision of record in Document No. 9902298, Official Records, Williamson County, Texas (O.R.W.C.T.), said Neighborhood Ten-E conveyed to Pulte Homes of Texas, LP by Special Warranty Deed dated June 3, 2016, as recorded in Document No. 2016050010, O.P.R.W.C.T.;

THENCE S 68°56'55" W, along the north line of said 31.32 acre Kylberg tract and the south line of said Neighborhood Ten-E and said Pulte Homes of Texas, Inc. tract, a distance of 486.71 feet to a 1/2-inch iron rod with "McGray McGray" cap set in the proposed west right-of-way line of CR 245 at the beginning of a curve to the right, for the **POINT OF BEGINNING**, being 67.50 feet left of Engineer's Baseline Station 131+31.08 and having Surface Coordinates of North=10,239,612.70, East=3,102,033.90;

1) **THENCE, 32.30 feet** along the arc of said curve to the right, having a radius of **1,867.50 feet**, a delta angle of **00°59'28"**, and a chord bearing of **S 07°46'41" E**, along the proposed east right-of-way line of CR 245, crossing said 31.32 acre Kylberg tract, a chord distance of **32.30 feet** to a 1/2-inch iron rod with "McGray McGray" cap set in the west line of said 31.32 acre Kylberg tract, being in the existing east right-of-way line of CR 245, and being 67.50 feet right of Engineer's Baseline Station 130+99.94;

2) **THENCE, N 20°27'54" W**, along the west line of said 31.32 acre Kylberg tract and the existing east right-of-way line of CR 245, a distance of **31.44 feet** to a calculated point at the northwest corner of said 31.32 acre Kylberg tract, being at the southwest corner of said Neighborhood Ten-E and said Pulte Homes of Texas tract;

EXHIBIT A

County: Williamson
Highway: County Road 245
Project Limits: From RM 2338 to Ronald Reagan Blvd.

July 23, 2021

PROPERTY DESCRIPTION FOR PARCEL 6

3) **THENCE, N 68°56'55" E**, along the north line of said 31.32 acre Kylberg tract and the south line of said Neighborhood Ten-E and said Pulte Homes of Texas tract, a distance of **7.10 feet** to the **POINT OF BEGINNING** and containing 113 square feet (0.0026 of one acre) of land, more or less.

PART 1 5,683 Sq. Ft. (0.1305 Ac.)
PART 2 113 Sq. Ft. (0.0026 Ac.)
TOTAL 5,796 Sq. Ft. (0.1331 Ac.)

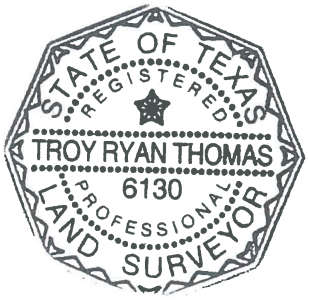
All bearings and coordinates shown are based on the Texas Coordinate System (TCS), Central Zone (4203), North American Datum 1983 (NAD 83) 2011 Adjustment, Epoch 2010.00. All distances and coordinates shown are surface and may be converted to grid by dividing by a surface adjustment factor of 1.00012. All measurements are in U.S. Survey Feet.

A parcel plat of even date was prepared in conjunction with this property description.

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

That I, Troy R. Thomas, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this the 23rd day of July, 2021 A.D.



SURVEYED BY:

McGRAY & McGRAY LAND SURVEYORS, INC.
3301 Hancock Dr., Ste. 6 Austin, TX 78731 (512) 451-8591
TBPELS Survey Firm# 10095500

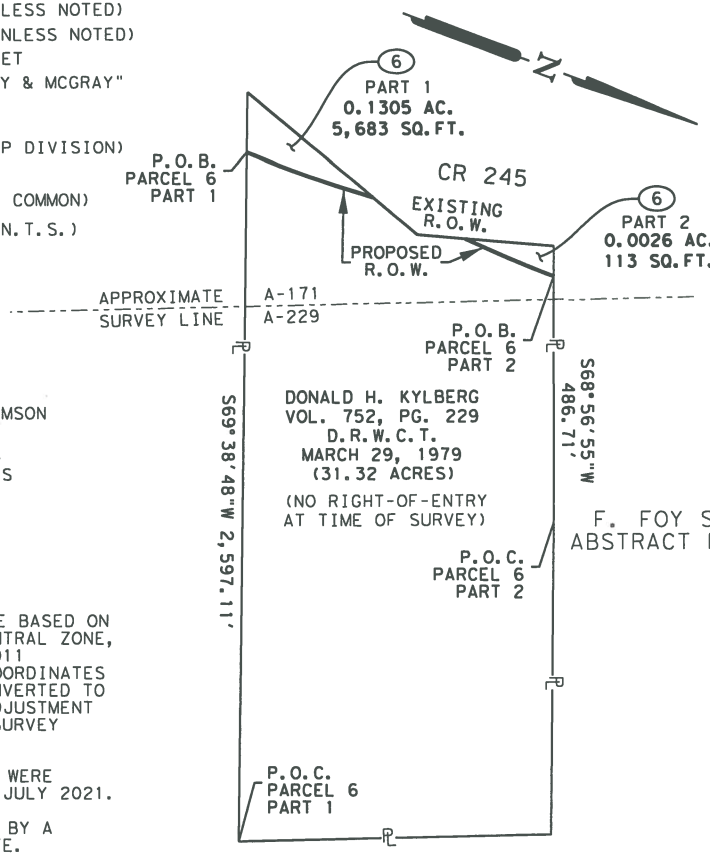
7/23/2021

Troy R. Thomas, Reg. Professional Land Surveyor No. 6130
2021/Descriptions/CR 245 Williamson County/Parcel 6

LEGEND

●	FOUND IRON ROD (1/2" UNLESS NOTED)
⊙	FOUND IRON PIPE (1/2" UNLESS NOTED)
△	CALCULATED POINT, NOT SET
○	1/2" IRON ROD W/ "MCGRAY & MCGRAY" CAP SET (UNLESS NOTED)
(XXX)	RECORD INFORMATION
—℄—	PROPERTY LINE (OWNERSHIP DIVISION)
—℄—	APPROXIMATE SURVEY LINE
	DEED LINE (OWNERSHIP IN COMMON)
	DISTANCE NOT TO SCALE (N.T.S.)
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
R.O.W.	RIGHT-OF-WAY
N.T.S.	NOT TO SCALE
B.L.	BUILDING SETBACK LINE
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
(1)	PARCEL NUMBER FOR R.O.W. ACQUISITION

L.P. DYCHES SURVEY
ABSTRACT NO. 171



PROPERTY INSET
NOT TO SCALE

THE SURVEY SHOWN WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 2129130-KFO ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE MAY 28, 2021, ISSUED DATE JUNE 11, 2021.

10. THE FOLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS:

G. PEDERNALES ELECTRIC COOPERATIVE, INC. EASEMENT AS DESCRIBED IN VOLUME 643, PAGE 222, DEED RECORDS, WILLIAMSON COUNTY, TEXAS - DOES NOT AFFECT

H. CHISHOLM TRAIL WATER SUPPLY CORP. EASEMENT AS DESCRIBED IN VOLUME 1107, PAGE 445, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS - BLANKET EASEMENT (UNABLE TO PLOT)

I. AFFIDAVIT TO THE PUBLIC REGARDING AN ON-SITE SEWAGE FACILITY AS DESCRIBED IN DOCUMENT NO. 2001035553, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS - (UNABLE TO PLOT)

NOTES:

1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012. UNITS: U.S. SURVEY FEET.

2. ABSTRACTING AND FIELD SURVEYING WERE PERFORMED FROM MAY 2020 THROUGH JULY 2021.

3. THIS PARCEL PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

4. RIGHT-OF-ENTRY WAS UNABLE TO BE OBTAINED AT THE TIME OF SURVEY. MONUMENTS ALONG THE PROPOSED R.O.W. LINE WERE UNABLE TO BE SET WHERE NOTED.

REVISIONS

RECORD	ACQUISITION	REMAINING RT
31.32 AC. (1,364,299 SQ. FT.)	TOTAL 0.1331 AC. (5,796 SQ. FT.)	31.19 AC. (1,358,503 SQ. FT.)

McGRAY & McGRAY
LAND SURVEYORS, INC.
TBPELS SURVEY FIRM # 10095500
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591
www.mcgray.com

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

TRT

7/23/2021

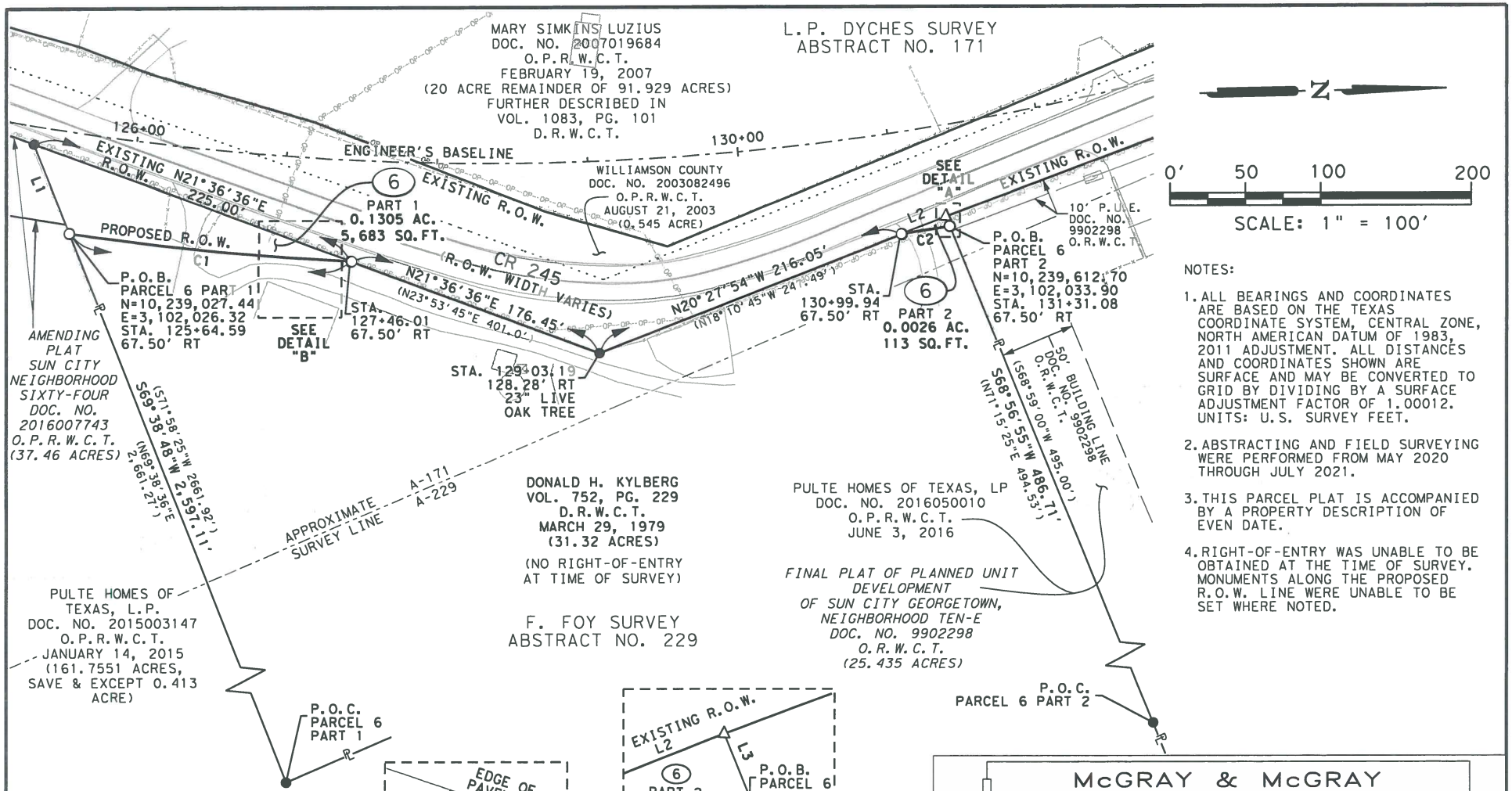
TROY R. THOMAS, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6130 — DATE

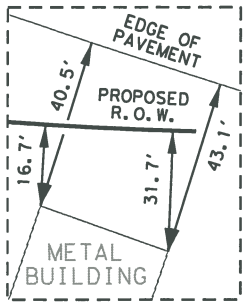
STATE OF TEXAS
REGISTERED
TROY RYAN THOMAS
6130
PROFESSIONAL
LAND SURVEYOR

PARCEL PLAT SHOWING PROPOSED R.O.W. AT PARCEL 6

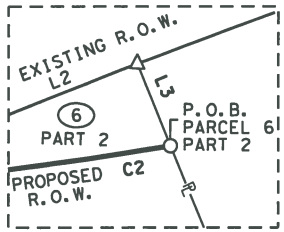
CR 245 - FROM R.M. 2338
TO RONALD REAGAN BLVD.
WILLIAMSON COUNTY, TEXAS

DATE: JULY 2021 | SCALE: N.T.S.





DETAIL "B" N.T.S.



DETAIL "A" N.T.S.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S69°38'48"W	64.37'
L2	N20°27'54"W	31.44'
L3	N68°56'55"E	7.10'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	188.22'	1,867.50'	05°46'29"RT	S06°52'15"W	188.14'
C2	32.30'	1,867.50'	00°59'28"RT	S07°46'41"E	32.30'

ENGINEERS'S BASELINE CURVE DATA

PI NORTHING	= 10,239,332.27
PI EASTING	= 3,102,120.82
PI STATION	= 128+94.01
DELTA	= 43° 03' 36" (LT)
DEGREE OF CURVE	= 3° 10' 59"
TANGENT	= 710.13'
LENGTH	= 1,352.77'
RADIUS	= 1,800.00'
CHORD BEARING	= N 0° 20' 47" E
CHORD	= 1,321.16'
PC STATION	= 121+83.88
PT STATION	= 135+36.65

NOTES:

1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012. UNITS: U.S. SURVEY FEET.
2. ABSTRACTING AND FIELD SURVEYING WERE PERFORMED FROM MAY 2020 THROUGH JULY 2021.
3. THIS PARCEL PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.
4. RIGHT-OF-ENTRY WAS UNABLE TO BE OBTAINED AT THE TIME OF SURVEY. MONUMENTS ALONG THE PROPOSED R.O.W. LINE WERE UNABLE TO BE SET WHERE NOTED.

McGRAY & McGRAY
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3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591
www.mcgray.com

PARCEL PLAT SHOWING PROPOSED R.O.W. AT PARCEL 6

CR 245 - FROM R.M. 2338
TO RONALD REAGAN BLVD.
WILLIAMSON COUNTY, TEXAS

DATE: JULY 2021 | SCALE: 1"=100'

Commissioners Court - Regular Session **49.**

Meeting Date: 05/10/2022

Emerg Comm

Submitted For: Bill Gravell **Submitted By:** Hal Hawes, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Hear update, conduct deliberations, and take possible action relating to potential organizational restructuring, personnel movement, budget implications and adjustment of business processes relating to Law Enforcement Emergency Communications and Fire & EMS Emergency Communications for Williamson County.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	05/04/2022 02:15 PM
Form Started By: Hal Hawes		Started On: 05/04/2022 01:42 PM
Final Approval Date: 05/04/2022		

Commissioners Court - Regular Session **50.**

Meeting Date: 05/10/2022

comp strategy

Submitted For: Rebecca Clemons **Submitted By:** Rebecca Clemons, Human Resources

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a compensation strategy for call takers and dispatchers (LE and Fire/Ems).

Background

This item was added to allow County staff to share compensation ideas and to receive direction on the Court's intent regarding potential changes to employee compensation during the transition to LE dispatch.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/13/2022 10:13 AM
Form Started By: Rebecca Clemons		Started On: 04/12/2022 02:22 PM
Final Approval Date: 04/13/2022		

Meeting Date: 05/10/2022
Executive Session
Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond
Department: Road Bond
Agenda Category: Executive Session

Information

Agenda Item

Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.072 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)

A. Real Estate Owned by Third Parties

Preliminary discussions relating to proposed or potential purchase or lease of property owned by third parties

a) Discuss the acquisition of real property for SW 183 and SH 29 Loop.
b) Discuss the acquisition of real property for CR 176 at RM 2243
c) Discuss the acquisition of real property: CR 332
d) Discuss the acquisition of real property for County Facilities.
e) Discuss the acquisition of real property for Seward Junction SE and SW Loop.
f) Discuss the acquisition of real property for Bud Stockton Extension.
g) Discuss the acquisition of real property for CR 305/307.
h) Discuss Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.
i) Discuss the acquisition of real property for CR 111.
j) Discuss the acquisition of real property for Corridor H
k) Discuss the acquisition of real property for future SH 29 corridor.
l) Discuss the acquisition of right-of-way for Hero Way.
m) Discuss the acquisition of right-of-way for Corridor C.
n) Discuss the acquisition of right-of-way for Corridor F.
o) Discuss the acquisition of right-of-way for Corridor D.
p) Discuss the acquisition of right-of-way for SE Loop/Corridor A.
q) Discuss the acquisition of right-of-way for Reagan extension.
r) Discuss the acquisition of real property near Justice Center.
s) Discuss the acquisition of drainage/detention easements for real property North of WMCO Juvenile Detention Center
t) Discuss the acquisition of the MKT Right of Way
u) Discuss acquisition of right of way for Corridor E.
v) Discuss acquisition of right of way for County Road 245.
w) Discuss acquisition of right of way for CR 401/404.
x) Discuss acquisition of right of way for Liberty Hill Bypass.

B. Property or Real Estate owned by Williamson County

Preliminary discussions relating to proposed or potential sale or lease of property owned by the County

a) Discuss County owned real estate containing underground water rights and interests.
b) Discuss possible uses of property owned by Williamson County on Main St. between 3rd and 4th Streets. (Formerly occupied by WCCHD)
c) Discuss property usage at Longhorn Junction
d) Discuss the sale of excess ROW at San Gabriel Parkway and Mel Mathis Ave.
e) Discuss county owned property located at Ed Schmidt Boulevard Hutto, Texas
f) Discuss the sale of property located at 900 S Main St., Taylor, 76574
g) Discuss the sale of 106 Dana Drive, Hutto, Texas
h) Discuss the sale of property located adjacent to the existing Williamson County EMS Bay/SO and MOT building at 1801 E. Settlers Boulevard, Round Rock, Texas

C. Discuss the Williamson County Reimbursement Agreement for Construction of San Gabriel Blvd. and New

Hope Road with the City of Leander and TIRZ #1
D. Discuss the Cobb Cavern Conservation Easement Amendment and potential acquisition.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	05/05/2022 08:34 AM
Form Started By: Charlie Crossfield		Started On: 05/04/2022 04:06 PM
Final Approval Date: 05/05/2022		

Commissioners Court - Regular Session **52.**

Meeting Date: 05/10/2022

Economic Development

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Executive Session

Information

Agenda Item

Discussion regarding economic development negotiations pursuant to Texas Government Code, Section 551.087:
Business prospect(s) that may locate or expand within Williamson County.

a) Project Red Hot Chili Pepper
b) Project Flex Power
c) Project Pearson Ranch
d) Project Fittipaldi
e) Project Venture
f) Project 007
g) Project Acropolis
h) Project Crystal Lagoon
i) Project Phantom

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	05/05/2022 08:35 AM
Form Started By: Charlie Crossfield		Started On: 05/04/2022 04:07 PM
Final Approval Date: 05/05/2022		